

## **TERMS & CONDITIONS**

By entering into business with Moore's Dental Studio, you agree to the general terms and conditions of trade.

### **1. DEFINITIONS**

- 1.1 In these terms and conditions, the following words shall have the following meanings:
- 1.2 'the Company' shall mean A & S Moore Ltd, trading as Moore's Dental Studio.
- 1.3 'the Work' shall mean the products, articles, services or things to be supplied under the contract.
- 1.4 'the Client' shall mean the corporate entity, firm, person, partnership or sole trader referred to in the Company's quotation and/or acknowledgment of order.

### **2. GENERAL**

- 2.1 All Work supplied, remains the property of the Company until payment is received in full.
- 2.2 The Work is constructed to the specification supplied by the Client; The Client is responsible for deciding the suitability of the work for their patient. The Company cannot accept responsibility for the suitability of this specification.
- 2.3 By fitting the Work in a permanent manner, the client accepts that the Company has produced the Work to the specification and satisfaction of the Client and consequently accepts that any remakes or alterations may be charged at full cost.
- 2.4 All prices are subject to change without prior notice.
- 2.5 We do not deal with patients directly; all correspondence must come through the Client.
- 2.6 The Company charges for shade appointments and denture repair appointments.
- 2.7 Any remakes or alterations due to incorrect, missing or insufficient information from the Client will be charged at full cost. We ask the Client to provide any essential information such as the aesthetics / shades in the first instance. Any orders with missing information will be placed on hold until such information is received, this may delay processing times.
- 2.8 Any remakes where the Client has asked for 'straight to fit' will be charged at 100% to the Client.
- 2.9 Digital Scans: Where inaccuracies or distortions have been caused by excess moisture/blood etc. and remodelling or editing has been required by the Company to rectify fit surfaces and margins, no warranty will be provided.
- 2.10 Restorations are only guaranteed to fit the impression / scan provided. The Company is not deemed responsible for any discrepancies between the model and the patient. We do not offer any guarantee where triple trays have been used for impressions.
- 2.11 Any work the Client may deem faulty or unsatisfactory must be returned to the Company (the Work, impressions/casts etc) and a full description of the problem given for any remakes or alterations to commence. Every case is reviewed on an individual basis. Pictures of the Work in situ are beneficial. Products cannot be interchanged and will only be replaced on a like for like basis. Replacement products will not be provided on newly or altered preparations.
- 2.12 The Company warrant the quality of the product supplied for 1 year, on the strict understanding that it has been used in a suitable manner, for the purpose intended and that payment has been received in full, by the last working day of the month following invoice. Failure to do so will result in complete loss of Warranty / Guarantee.
- 2.13 In the event of a claim under our guarantee, the Company requires that the original prescription to be returned. Damage caused by physical trauma or impact is specifically excluded from this guarantee. Patients involved in high- risk sports etc. are advised to wear a gum shield and to ensure against accidental damage. In the case of a claim, please notify us before the removal of the appliance, as the Company may arrange to have the appliance examined before removal.
- 2.14 Under the terms of this guarantee, we undertake to repair or remake the restoration free of charge in cases of technical fault. Our liability is limited to the Company expenses only. The Company also reserves the right to charge for the remaking of Work at our sole discretion. All remakes where the Client is at fault will be charged at 100%. All remakes where the fault can't be determined will be charged at 50%.
- 2.15 Due to the fluctuation of material costs, a surcharge is added based on the weight of gold and precious alloys used at the time of work.
- 2.16 Any cases received without a clearly completed lab sheet will be placed on hold whilst the Company contacts the Client to clarify instructions or obtain missing information. The Company will not be held responsible for any delays to the Work being completed, or for the rearranging of patient appointments. An admin fee may be incurred if we have made contact regarding instructions, and it has not been actioned by the Client within the first 24 hours.
- 2.17 The Company endeavours to interpret and follow the Client's instructions correctly. If, however, a mistake is made the Company will rectify the situation as quickly as production techniques allow and the availability of materials. The Company will not compensate the Client's costs, consequential losses or expenses of any kind.
- 2.18 All work delivered to the Client by post from the Company is tracked. If the Client wishes to send Work tracked, the Company will not compensate the Client. The Work shall be at carriers' risk during transit, if the Work is received damaged or incomplete, or if the Work is not delivered, the Client must notify the Company within 24 hours in writing or by phone call. If this notice is not received by the Company within the specified time the Client shall have no claim against the Company for any loss or damage to the Work in transit. We cannot be held responsible for any delays once work has been dispatched and the Company will not compensate the Client.

### **3. ACCOUNTS**

- 3.1 All accounts are strictly net and payable by the last working day of the month following invoice. The Company reserves the right to surcharge overdue accounts at the rate of 8% above bank base rate and add a late payment fee of £45, per invoice, to cover administration costs.
- 3.2 A Client's credit limit is set at £2000 within the first 6 months of entering business with the Company. Thereafter, the client's credit limit will be reviewed and amended to reflect their usage patterns and payment history, at the discretion of the Company.
- 3.3 The Company reserves the right to withhold delivery of Work until payment is made on overdue accounts.
- 3.4 The Client will be held liable for any costs associated with collection of overdue accounts by third-party collection agencies.
- 3.5 The Client issuing the prescription is held responsible for payment.
- 3.6 The Client is responsible for any additional costs or charges incurred through changing instructions or delivery dates after the Work has been accepted by the Company.
- 3.7 Any Work not progressed without explanation or on hold for more than 1 month will be charged for the work completed to date. The Company reserves the right to apply a holding / storage charge in the event the Client requests us to hold the work.

### **4. TURNAROUND TIMES**

- 4.1 Excluding weekends and bank holidays and collection/dispatch days, turnaround times are as follows:  
Combination and complex jobs will be reviewed on arrival at the laboratory, at which point we will call you with a return date.
  - 4.1.1 Crown and bridge 7-10 working days in the laboratory
  - 4.1.2 Prosthetic stages 7 working days in the laboratory
  - 4.1.3 Chrome metal stages 12 working days in the laboratory
  - 4.1.4 Implants 12 working days in the laboratory
- 4.2 The Company endeavours to deliver the Work at least one working day prior to the fit date specified by the Client. If, however, for any reason this has not been possible, the Company will not compensate the Client's fees, consequential losses or expenses of any kind.
- 4.3 Faster turnaround times are only available by prior agreement with authorised representatives of the Company, where capacity allows and may incur an express charge.