

## TERMS & CONDITIONS

By entering into business with MYTdentlab, you agree to the general terms and conditions of trade.

### 1. DEFINITIONS

In these terms and conditions, the following words shall have the following meanings:

- 1.1. "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.
- 1.2. "the Company" shall mean MYT Dentlab Ltd (registered address: 27 Shire Close, Chelmsford, Essex, CM1 6FW; company number: 08943708).
- 1.3. "the Work" shall mean the products, articles, services or things to be supplied under the contract.

### 2. GENERAL

- 2.1. Submission of a laboratory prescription docket to the Company implies acceptance of these terms and conditions.
- 2.2. Impressions are treated as accurate unless obvious flaws or omissions are visible. New impressions will be requested if margins/borders or other essential information is missing.
- 2.3. If, when requested, no new impressions are provided, we reserve the right to charge a full invoice if any remake is required.
- 2.4. The Work is constructed to the specification supplied by the Client; the Company cannot accept responsibility for the suitability of this specification.
- 2.5. 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. The Company will not compensate the Client's costs, consequential losses or expenses of any kind.
- 2.6. Any remakes or alterations due to incorrect or missing information from the Client will be charged at full cost.
- 2.7. Any cases received without a clearly completed laboratory prescription docket 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.
- 2.8. 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.
- 2.9. 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.
- 2.10. All Work supplied remains the property of the Company until payment is received in full.

### 3. TERMS OF PAYMENT

- 3.1. All prices are subject to change without prior notice.
- 3.2. The preferred method of payment is by BACS or bank transfer.
- 3.3. The Client issuing the prescription is held responsible for payment.
- 3.4. All accounts are strictly net and payable by no more than 30 days after invoice date.
- 3.5. 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 £50 to cover administration costs.
- 3.6. The Company reserves the right to withhold delivery of Work until payment is made on overdue accounts.
- 3.7. The Client will be held liable for any costs associated with collection of overdue accounts by third-party collection agencies.
- 3.8. Any Work not progressed without explanation or on hold for more than 1 month will be charged for the work completed to date.

### 4. DELIVERY

- 4.1. All Works are delivered non-sterile.
- 4.2. Delivery methods will be by post. Prepaid 1st Class Royal Mail postage labels are supplied on request.
- 4.3. Premium delivery services may be charged when time allowed is less than requested.

## 5. TURNAROUND TIMES

- 5.1. Please allow 10 working days for restorations to be produced (15 working days for implants).
- 5.2. Working days exclude Saturdays, Sundays, bank holidays and days in transit. The return date should be at least 1 working day before the patient's appointment.
- 5.3. The Company endeavours to deliver the Work by the return date specified by the Client on the laboratory prescription docket. If, however, for any reason this has not been possible (e.g. due to the complexity of the case or the requirement to outsource), the Client will be notified as soon as possible. The Company will not compensate the Client's fees, consequential losses or expenses of any kind.
- 5.4. Faster turnaround times are only available by prior agreement with authorised representatives of the Company. The Company reserves the right to charge express turnaround fees for Works which they are requested to produce in less than 10 working days.

## 6. GUARANTEE

- 6.1. All Work once fitted to the Client's and patient's satisfaction and invoice has been paid is guaranteed for 12 months from the date the Work was delivered to the Client.
- 6.2. Upon termination of the Client's account and working relationship the guarantee becomes null and void.
- 6.3. Any adjustment or modification to the Work during and/or after fitting voids the guarantee.
- 6.4. In the event of a claim under our guarantee, the Company requires the original prescription to be returned.
- 6.5. Damage caused by physical trauma or impact is specifically excluded from this guarantee.
- 6.6. Patients involved in high-risk sports etc. are advised to wear a gum shield and to ensure against accidental damage.
- 6.7. In the case of a claim, please notify us before the removal of the appliance, the Company may arrange to have appliance examined before removal.
- 6.8. 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.

## 7. GDPR

- 7.1. The Client placing any order with the Company agrees that in accordance with and in full compliance with GDPR legislation, the Client:
  - 7.1.1. Is acting as the Controller of patient data.
  - 7.1.2. Is instructing the Company to act as the Processor of patient data.
  - 7.1.3. Has obtained the explicit permission from the patient (or their duly authorised representative) to process that patient's data and to sub-contract the processing of that data.

Last updated on 1<sup>st</sup> January 2022.