

## Terms and Conditions of Trade

The following terms and conditions shall apply to all trading between JovaArt Ltd trading as JovaArt Dental Laboratory (JovaArt), whose registered office is at the offices of Suite 2 Rosehill, 165 Lutterworth Road, Blaby, Leicester, LE8 4DY, United Kingdom, and the dentist or laboratory ('client') with regards to custom made dental appliances ('dental appliance', 'work', 'product') from. The dental patient is not considered a party to the agreement between client and JovaArt.

### Guarantee

All dental products created at JovaArt carry a full guarantee. This guarantee is your assurance that quality materials have been used during the manufacturing process and that our carefully designed production process has been followed.

Please see below our guarantee scheme:

<i>PRODUCT</i>	<i>GUARANTEE</i>	<i>GUARANTEE PERIOD</i>
Crown & Bridge	Yes	1 year
Veneers	Yes	6 months

If within the guarantee period the product proves defective in circumstances of normal use, a replacement will be provided free of charge by JovaArt. The guarantee does not cover any defect arising from incorrect prescription or fitting.

The guarantee becomes null and void if patient does not receive their annual dental check-up or in case of restoration failure due to oral health problems. Damage caused by physical trauma or impact (for instance due to high risk sports) is specifically excluded from our product guarantees.

We reserve the right to refuse a guarantee where we believe that the requested product may not last the guarantee period due to its circumstances. If instructed to continue with these cases, we will do so. However, if the requested work fails, we will expect to be paid in full for the work supplied.

### Product Liability – general

Appliances are constructed to the specification supplied by client. By fitting an appliance in the patient's mouth, client accepts that JovaArt has produced the appliance to the specification and satisfaction of client.

JovaArt cannot guarantee any dental appliance, which is based on a faulty model. If, when casting the models, JovaArt feels that the quality of the impression is not good enough to continue the work, JovaArt will inform client to discuss possible solutions. A new impression may be needed and – if so – remakes as a result of carrying on with the work by client, using the faulty impression, will result in new charges being applied.

JovaArt endeavors to interpret and follow client's instructions correctly. If, however, a mistake is made, JovaArt will rectify the situation free of charge as quickly as production processes allows. JovaArt will not compensate dentist's fees, consequential losses or expenses of any kind.

Client is responsible for any additional costs or charges incurred through changing instructions or delivery dates after the work has been accepted by JovaArt.

JovaArt is not liable for any choking hazard caused by any manufactured dental appliance, due to faulty prescription, poor fitting or misuse.



### Product Liability – specific returns and remake policy

Client may return the work for a remake when the work does not meet the standard JovaArt has guaranteed to deliver. If this occurs, the work should be returned within 15 working days after the invoicing date. Client allows JovaArt 15 working days after receipt of the returned dental appliance, to remake the work. If – after remake – the quality of the work still does not meet the guaranteed standard, the work may be returned within 15 working days after the invoicing date for a refund, which will be processed upon receipt of the returned work.

Any work returned for remake where the shade is different to the original order, will incur a 50% charge of the original order.

When returning work containing precious or semi-precious alloys, JovaArt will charge for 50 % of the original alloy cost incurred.

A dental appliance that fits the master model poured from the original impression supplied by client and which is created to the specifications on the prescription of client, but subsequently has to be remade, is not considered a remake and will be charged at least 50% of the original cost.

### Staged cases

When the end product of a case is built up using production / products in steps or stages, the fit is assessed immediately after each production stage. Consequently it is client’s responsibility to assess the fit of the separate products after each separate production stage, and not only at the time the end product is finished. Any remake requests done after acceptance of a product at any stage, cannot be considered a remake and will be charged for in full.

Each production stage / product will be billed separately. Each separate invoice should be paid in full for each stage, in accordance with our conditions for financial settlement as described below.

### Alloy

Client will not be charged for any loss of precious or semi-precious alloy during the production process. Gold will be charged at its net weight. Alloy is charged at the rate on the day of laser sintering. JovaArt cannot give an estimation of the expected cost, as this cannot be guaranteed.

### Transport

JovaArt offers two types of delivery, according to the following scheme:

For businesses within 20 miles radius from the laboratory	We will collect from and deliver to you.
For businesses further afield	We will use Royal Mail First Class Signed for <b>free of charge</b> or Royal Mail Special Delivery Guaranteed by 1 PM – charged at <b>£7.25</b> ( in case time allowed is less then requested)  To send work to us <b>FREE POSTAGE LABELS</b> will be provided

Client may indicate the type of delivery and JovaArt will endeavor to accommodate the delivery method of choice.

If JovaArt is responsible for the loss or damage of a product, this responsibility will not exceed to more than the actual value of the product.



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In case of loss or damage by Royal Mail, client will allow for 10 working days after the product was sent out for delivery, before the work is being remade. Another 7 working days should be allowed to remake the work.

JovaArt endeavors to deliver work on or before the delivery date specified by client. If, however, for any reason this has not been possible, JovaArt will not compensate dentist's fees, consequential losses or expenses of any kind.

### Financial Settlement

Statements are sent out to client on a monthly basis. The Dental Practice, where the dentist issuing the prescription is hired, is held responsible for payment. However, JovaArt may hold the dentist, issuing the prescription, responsible for payment at its discretion.

All accounts must be settled within 21 days from date of statement. All work done or items supplied remain the property of JovaArt until payment is received. JovaArt may charge interest on any account that becomes 60 days overdue at a rate of 2,5% per month, which will be applied to the total amount outstanding, including any previous interest, charged. Any legal fees or other costs required to collect an unpaid balance may be charged to client. Accounts with balances unpaid for over 60 days will be processed only on a pay first basis. JovaArt reserves the right to take legal steps – with prior notice – if client fails to settle his account within one month.

Both surgery and prescriber are held responsible for any amount outstanding in full regardless of any deduction on the prescriber's remuneration by the surgery. In the event that the prescriber has supplied some of the materials etc. for incorporation in a particular custom-made dental appliance, then this appliance cannot be guaranteed to fully meet with the applicable relevant essential requirements.



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