



## CUSTOMER FINANCIAL AGREEMENT

THIS CUSTOMER AGREEMENT ("Agreement") is made as of the date set forth on the reverse hereof, by and between Sherer Dental Laboratory, Inc. a South Carolina corporation ("Company") and the customer set forth on the reverse hereof ("Customer").

WHEREAS, the Company values its customers and desires to avoid any and all misunderstandings between it and its customers regarding the terms and obligations of orders placed by its customer;

WHEREAS, the understandings set forth herein will help eliminate any potential future misunderstandings as set forth above;

NOW, THEREFORE, the Company and the undersigned customer, do hereby agree as follows:

1. Full payment, as set forth on Company's current price sheet (which is subject to change from time to time without prior notice), for all products, work, services, or shipments requested by Customer pursuant to each order placed by Customer shall be due within fifteen (15) calendar days after the date of the statement therefor, regardless of when actually received by Customer. All balances remaining past such date shall be considered PAST DUE. Any promotional discounts will be void if invoice total has not been paid. Company may bring a single action for collection of any number of Customer's PAST DUE balances, whether or not such balances were incurred pursuant to this order/request (even if such other order/request was not otherwise made in writing by the Customer as specified hereinbelow). The Customer also authorizes Company to obtain and report credit information on Customer.
2. ALL PAST DUE balances shall incur and bear and Customer agrees to pay a late charge equal to one and one half percent (1.5%) of any PAST DUE balance per month or portion thereof from and after the statement date until the unpaid PAST DUE balance is paid in full, or as otherwise provided by the laws of your state. No late charges shall accrue during the first thirty (30) days from the date of the statement (net 15 days). The late charge shall not be deemed to constitute the payment of interest or a finance charge. Notwithstanding the foregoing, the above late charge equates to an ANNUAL PERCENTAGE RATE (APR) of eighteen percent (18%).
3. All payments made by (or credits or discounts granted to) the Customer while a PAST DUE balance exists shall be applied first to late charges and second to PAST DUE balances before being applied to current balances, unless elected otherwise by the Company. Customers with outstanding balances of 60 days or more will be converted to a COD basis with a minimum of \$100 added to each case to be applied to the outstanding balance. All COD cases will be delivered via UPS or FedEx at your cost.
4. The Company reserves the right to grant, at its sole discretion and on a case by case basis credits or discounts for pre-paid accounts, or otherwise. Notwithstanding the foregoing, no such credits or discounts shall be allowed while a PAST DUE balance or default by Customer under this Agreement exists, unless elected otherwise by the Company and provided to Customer in writing.
5. This agreement shall be binding on, and shall inure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns.
6. If any legal action, arbitration or other proceeding is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the Company shall be entitled to recover as an element of their damages reasonable attorney's fees and other collection costs incurred in that action or proceeding, in addition to any other relief to which said prevailing party may be entitled.
7. This agreement shall be construed in accordance with, and governed by, the laws of the State of South Carolina.
8. This Agreement is deemed to have been entered into, and primary performance will be deemed to be in York County, South Carolina.

### WARRANTY PROGRAM

Because of our commitment to you and our confidence in the work we provide, we are proud to offer a five-year warranty on our products. If Sherer Dental Laboratory accepts a case, and for any reason it should fail to function correctly within five years of delivery date, Sherer will repair or remake the case at no extra charge. Complete details and exclusions are listed below and can also be found on the warranty slip included with each case.

**What is covered:** 1. Repair or replacement of crown, bridge, full, or partial denture appliance at no charge to the Dentist

**What is NOT covered:** 1. Any partial or full dentures that are not tried in prior to final processing

2. Cash refund for any appliance
3. Fixed or removable temporary or provisional appliances such as acrylic partials, flippers, etc. (Occlusal guards and EMA are warranted for one year)
4. Flexible partials (will be warranted for 1 year)
5. Relines / Repairs / Soft gaskets / Soft liners
6. Costs incurred by the Dentist for removal or insertion, including chair-time.
7. Replacement or repair which results from accident, neglect, abuse, failure of supportive tooth or soft tissues, improper adjustments, or inadequate dental hygiene
8. Incidental or consequential damages

*\* Warranty on implant abutments will be determined by the policy of each individual manufacturer.*

*\*\* The customer is responsible for 50% of the cost to remake a restoration due to fit when a reduction coping is utilized or when a crown under partial is fabricated without a partial (full arch pickup record preferred).*

#### Conditions Which Must Be Met For Guarantee To Be Valid:

1. Appliance must be seated with recommended materials by a licensed, practicing Dentist.
2. Full and partial dentures must be relined by Sherer Dental Laboratory, Inc. as recommended by the attending Dentist. Immediate partials and dentures must be relined by Sherer Dental Laboratory, Inc. at your cost within 1 year of delivery or warranty will be void.

For warranty claims, please send to: Sherer Dental Laboratory, Inc., 1145 Camden Ave., Rock Hill, SC 29732. Prosthesis must be accompanied with work authorization. This warranty is in lieu of all other warranties, whether expressed or implied, and may not be modified, or extended by any agent, employee, representative, or distributor of Sherer Dental Laboratory, Inc.