

TERMS & CONDITIONS

These Conditions shall govern all Contracts between the Company and its Customers. These Conditions shall exist in addition to any rights implied by law. Whilst the Company may from time to time agree reasonable modifications to these Conditions, such agreement cannot be inferred from a course of behaviour.

1) Definitions

- a) **Company** means Gryphon Dental Laboratory Ltd (CN 13228353) trading as Gryphon Dental Laboratory (herein after referred to as 'GDL').
- b) **Customer** means either the person who orders Goods from the Company and which Order is accepted by the Company or the person who accepts a Quotation.
- c) **Goods** mean any appliance which the Company is to supply in accordance with these Conditions.
- d) **Conditions** mean these standard terms and conditions of supply and includes any special terms and conditions agreed in writing between the Customer and the Company.
- e) **Contract** means the contract for the purchase and sale of the Goods.
- f) **Order** means an order for goods placed by the Customer on the Company's prescription form.
- g) **Price** means the sum payable for the Goods pursuant to Clause 4 .
- h) **Quotation** means a Quotation for the supply of Goods issued by the Company to a prospective customer.

2) Basis of Sale

- a) GDL shall fabricate Goods for any Order from the Customer which is accepted by GDL in the form of a company prescription form.
- b) GDL shall sell and the Customer shall purchase the Goods in accordance with any written Quotation which is accepted by the Customer (Quotations remain opened for acceptance for 7 days after their date of issue).
- c) Orders received by GDL shall be deemed accepted unless GDL shall notify the Customer (by telephone or email as appropriate) to the contrary within 5 working days of actual receipt of the Order.
- d) GDL reserves the right not to accept an order for goods and services from a Customer.
- e) Any instruction received by GDL from the Customer for the supply of goods and services shall constitute acceptance of the terms and conditions contained herein.
- f) Upon acceptance of these terms and conditions by the Customer, the terms and conditions are binding and can only be amended with the written consent of GDL.

3) Orders & Specifications

- a) The quantity, quality and description of any specification for the Goods shall be those set out in the Order (if accepted by GDL) or the Quotation (if accepted by the Customer).
- b) The Customer (either direct or through authorised appointees or representatives) shall be solely responsible for providing GDL with all necessary instructions, information and drawings for the fabrication of the Goods. The Company shall rely upon and use such instructions, etc. without question. GDL shall not be responsible for any shortcomings or inaccuracies in such information.
- c) The Customer is responsible for taking accurate impressions and to ensure that these are securely packaged in order to avoid any damage or distortion in transit.
- d) GDL reserves the right to return the prescription form to the Customer and request new impressions to be provided if the impressions or indications are deficient or imprecise.
- e) GDL shall not remake any device free of charge save where GDL has failed to observe clear indications and impressions given by the Customer.

4) Payment & Price

- a) The Price for the Goods shall be as specified on the GDL price list (available on request) at the date of acceptance of the Order or as stipulated in the Quotation.
- b) All prices quoted are in £ sterling. Any purchases made in other currencies will be subject to fluctuations in the exchange rate.
- c) The Price is exclusive of Value Added Tax (if applicable) and costs for packing, carriage and duties which are payable by the Customer (if located outside of the UK).
- d) GDL reserves the right to amend its price list at any time in its absolute discretion. The Company will endeavour to send current clients a new price list at least one month before it comes into force but is not obliged to do so.
- e) Credit is provided to the customer at the sole discretion of GDL, and can be withdrawn at any time. GDL reserves the right to request payment in advance from a Customer.
- f) Where credit has been provided by GDL, invoices are due for payment thirty (30) days from date of issue.
- g) Payment can be made via electronic funds transfer.

5) Terms of Payment

- a) Subject to clause (5b) below and any special payment terms agreed in writing between GDL and the Customer, GDL shall be entitled to invoice the Customer for the Price of the Goods on or at any time after delivery of the Goods.
- b) GDL shall be entitled to invoice the Customer any time after GDL has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- c) The Customer shall pay the Price within 15 days after receiving the end of month Statement. The time of payment of the Price shall be of the essence of the Contract.
- d) Interest will be charged at 2.5% per month on all accounts not settled within 30 days following receipt of monthly Statement.
- e) The Company reserves the right to suspend all further deliveries to the Customer, until any overdue payment has been made or to cancel the Contract so far as any Goods remain to be delivered.
- f) The ownership and property of Goods remains vested in the Company until the Customer has paid in full for the Goods.

6) Delivery

- a) The Customer is responsible for the safe and timely delivery of jobs sent to GDL for processing. GDL takes no responsibility for jobs that are delayed, damaged or lost in transit to GDL.
- b) Normal turnaround times for jobs (depending on the product) are approximately 10 working days from when GDL receives the parcel and is conditional on there being no delays as a result of factors beyond GDL's control. The Customer will be advised on submission of the Order if this is not to be the case. Time shall not be of the essence.
- c) Cases may take longer than the standard turnaround time where there are technical queries from the GDL technicians, potential problems to discuss, or where photographs are requested by the Customer. Implants cases may take longer to manufacture.
- d) GDL is responsible for the delivery of completed Goods back to the Customer via Royal Mail Special Next Day or Special Courier delivery by prior arrangement.
- e) All Items are deemed delivered 3 days after posting. The Company will not accept any liability for non-delivery where registered Package has been declined by the Customer.
- f) If the Customer should fail to collect the Goods sent by Recorded Delivery from the Post/Courier Office, if required, GDL will wait for the Goods to be returned and store the Goods for one month after which the Goods will be destroyed.
- g) On receipt of the Goods, the Customer shall inspect the Goods for defects and/or any failure by GDL to comply with description in the Order or Quotation. The Customer shall inform GDL of any defect within 7 days of delivery and if requested shall return the Goods in question to the GDL. The Company will at its own discretion either replace or repair the defective Goods.
- h) Risk shall pass to the Customer on delivery of the Goods or when the Company has tendered delivery of the Goods. Where a Customer fails without justification under these terms to take delivery of Goods then he shall be responsible thereafter for any loss, damage or deterioration of condition of the Goods.

7) Warranty & Liabilities

- a) Save as provided the Company warrants that the Goods will correspond with their specification at the time of delivery.
- b) GDL shall be notified within 7 days of delivery where Goods supplied to the Customer are not of satisfactory quality or do not comply with their description. After this period, the Company will only replace or repair any defective goods at its discretion.
- c) GDL accepts no liability for any Goods fitted incorrectly by the Customer, a technician, or dental surgeon.
- d) GDL offers a warranty on all crown and bridge work for any fractures or defects that occurred as a result of the manufacturing process. It does not cover damage caused by impact/trauma, resin bond failure, wear/tear, implant failure.
- e) The following warranty period shall apply to the following (goods):
 - i) Zirconia, PFM (excludes veneers, maryland bridges) 3 year
 - ii) Emax (excludes veneers, inlays, and onlays) 3 year
 - iii) Composite 2 year
 - iv) Denture 1 year
- f) Denture repairs or additions are not provided with a warranty; further repairs or adjustments will be made at the Company's discretion.
- g) The teeth model sent with the Goods must be retained by the Customer and returned to the GDL along with the damaged Goods when making a warranty claim.

- h) GDL will assess the Goods to determine whether a full or partial refund, or replacement product will be provided.
- i) Where GDL agree to replace the product, the new item will be made to the identical specification as the original product. Substitute materials and shades will not be accepted and semi-precious or precious metals or new components for implant cases will be charged for.
- j) The Warranty extends to the replacement Goods provided except where, in the opinion of GDL, the material selected by the Customer has a higher than usual chance of fracture or defect.
- k) The Warranty is offered to dentists who have sourced the Goods from GDL and is not intended to exclude or limit any rights or remedies a consumer may have under consumer law in the United Kingdom.

8) Medical Advice

- a) GDL will provide goods or services to the Customer based on the order prescription provided by the Customer, and may from time to time discuss the case with the Customer through email, telephone or in person.
- b) The Customer acknowledges that such discussions, and any representations by GDL, should be used merely as a guide rather than a definitive recommendation to adopt any specific action or treatment. Nothing transmitted in the course of such discussions shall constitute the establishment of a doctor-client-patient relationship between the Customer and GDL.
- c) Responsibility for the diagnosis of a medical condition, and for the prescription of treatment planning or medicines, rests solely with the Customer.

9) Governing Law

- a) These Terms are governed by the laws of the United Kingdom. No action or proceeding may be commenced or maintained in relation to the website, our Goods and Services or these terms except in a court of appropriate jurisdiction in the United Kingdom.
- b) GDL reserves the right to add to, delete or change these terms at any time. Any changes to the terms and conditions will be informed via email and published on GDL website at www.gryphondental.co.uk and the Customer should refer to the website from time to time for any such changes.