**Implant Case Rx Form**

**ABUTMENT SELECTION**
- ☐ Stock Titanium
- ☐ Stock Zirconia
- ☐ UCLA Custom Abutment
- ☐ UCLA Custom Abutment with tooth colored porcelain outer surface
- ☐ CAD/CAM (Atlantis, Encode, Nobel Procera, etc.)

**Material:** ☐ Titanium ☐ Gold Hue ☐ Zirconia

**ABUTMENT MARGIN DEPTH** (Subgingivally)
- Default values will be used, if not specified.
- ☐ Mesial ________ (Default is 1.3 mm*)
- ☐ Distal ________ (Default is 1.0 mm*)
- ☐ Lingual ________ (Default is even with tissue*)
- ☐ Buccal/Facial ________ (Default is even with tissue*)

**ABUTMENT TRANSFER INDEX** (always provided with zirconia abutments)
- ☐ Provide abutment transfer index with this case
- ☐ Do not provide an abutment transfer index

**PROVISIONALIZATION**
- ☐ Provide custom abutment and anatomical provisional
- ☐ Provide Essex Bridge (Back-filled, suck-down type bridge from diagnostic wax-up)
- ☐ Provide immediate placement screw-retained provisional crown
- ☐ Provide immediate placement screw-retained custom healing abutment

**SOFT TISSUE GRAFT**
- ☐ No graft planned
- ☐ Site has been grafted (Expect _______ mm recession)
- ☐ Site will be grafted (Expect _______ mm to be grafted)

**IMPLANT PORCELAIN CONTOUR**
- ☐ Hygienic
- ☐ Natural Emergence
- ☐ 1/2 Pontic Ridge Lap

**GINGIVAL COUNTOUR OF ABUTMENTS/CROWNS**
- ☐ No blanching of soft tissue
- ☐ Blanching (Tissue returning to normal within 5 mins)
- ☐ Natural emergence width (Doctor will sculpt tissue or use a releasing incision)

**TYPE OF FINAL RESTORATION**
- ☐ Cement-retained crown and bridge
- ☐ Screw-retained crown and bridge with occlusal access holes
  - ☐ to be cemented in lab
- ☐ Overdenture

**CLINICAL CHECKLIST**
- ☐ Implant manufacturer and type
- ☐ Platform size ______ length_______
- ☐ PA or bite wing
- ☐ Surgeon’s letter
- ☐ Provisional shade________________________

**TYPE OF RESTORATION**
- ☐ PFM– White high-noble
- ☐ PFM– Semi-precious*
- ☐ Captek™
- ☐ Full-cast yellow high-noble
- ☐ Full-cast yellow semi-precious
- ☐ Metal try-in

**SHADE INSTRUCTIONS**
- Vita–Lumin: ___________________
- Noritake: ____________________
- Vita–3D: ____________________

**STENT/TEMPLATE, POLISHED CLEAR ACRYLIC FROM DIAGNOSTIC WAX-UP**
- ☐ Radiographic Stent
  - ☐ Fill 2.0mm pilot hole with barium sulfate/silicone mixture
  - ☐ Place radiographic opaque tooth at proposed implant site
  - ☐ Place radiographic markers for CBCT
- ☐ Surgical Stent
  - ☐ Undrilled
  - ☐ Provide ideal placement 2.0mm pilot holes.
  - ☐ Retain only the buccal / lingual (circle one) at implant site
  - ☐ Bone graft clear suck-down stent from diagnostic wax-up of ideal ridge

**DOCTOR’S COMPONENTS SENT WITH CASE**
- Please indicate quantity
  - _____ Impression coping w/screw
  - _____ Waxing sleeves
  - _____ Analog
  - _____ Drivers
  - _____ Abutments
  - _____ Other
  - _____ Abutments screws

**SIGNATURE**

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**SPECIFIC INSTRUCTIONS**
- * Standard unless specified

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**PLEASE SEND:**
- ☐ Rx forms ☐ Boxes ☐ Mailing labels

**ENCLOSURES** (Lab use only)
- ☐ Photo(s) ☐ Impression
- ☐ Analog ☐ Bite
- ☐ Models ☐ Shade tab
- ☐ Implant parts ☐ Other

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**16881 Hale Avenue, Irvine, CA, 92606 • 800-433-9833 • Fax 949-955-2199**
CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") is made as of the date set forth on the reverse hereof and by and between Keating Dental Arts ("Company") and Customer, to establish the terms and conditions under which the Company will perform services for the Customer, and the rights and obligations of the Company and Customer upon the execution and performance of this Agreement. This Agreement supersedes all prior agreements, understandings, and representations between the Company and the Customer.

1. Payment Terms. Full payment, as set forth on the Company's current price sheet for all products, work, services or shipments requested by the Customer pursuant to each order placed by the Customer shall be due no later than the 30th day after the date of the statement date (the "Due Date"), regardless of when actually received by Customer. Any remaining, unpaid balances existing past the Due Date shall be considered past due.

1.1. Due Dates. On any past due balances, Customer agrees to pay a late monthly charge equal to two percent (2%) of any such balance. This late charge will accrue on a pro-rata basis during each 30 day period starting on the Due Date and continuing until the unpaid past due balance is paid in full. No late charges shall accrue during the first thirty (30) days from the date of the statement (net 30 days). Unless elected otherwise by the Company, no interest shall be charged in addition to the late charge.

1.2. Payment Processing. Any payments made by 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.

1.3. Total Late Charge Limit. The late charges applicable to any past due balance are expressly limited so that in no event whatsoever shall the amount of any late charge exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances whatsoever, a late charge hereunder shall accrue such that it transgresses this limit, then the late charge may be deemed applicable thereon, then the late charge shall be reduced to the limit of such permissible charges, and if from any circumstances the Company shall ever receive payment amount which may be otherwise deemed to be in excess of such limits, the Customer shall be required to return to the Company, the Customer will reasonably cure any discrepancies, shortages, claimed product deficiencies, or incorrect shipments for which it may be deemed applicable thereon, then the late charge shall be reduced to the limit of such permissible charges, and if from any circumstances the Company shall ever receive payment amount which may be otherwise deemed to be in excess of such limits, the Customer shall be required to return to the Company.

2. Delivery Terms and Conditions. The Company shall use its best reasonable commercial efforts to prepare all products, work, services or shipments requested by the Customer in a timely fashion. However, the Company cannot and does not represent or warrant that such products, work, services or shipments will be delivered by any particular date, unless otherwise agreed by the Company. The Customer may not claim any offset or reduction in price for products, work, services or shipments for any alleged late delivery, discrepancies, shortages, or incorrect shipments unless agreed to by the Company.

3. Method of Shipment. The Company shall, unless specified otherwise in writing in the Customer, determine the method of shipping or transport of its products, work, services, or shipments. Customer shall be responsible for all shipping and transport costs, including, but not limited to, the payment and maintenance of any shipping or transport insurance. Customer shall bear all risk of loss or damage during shipping or transport.

4. Customer Orders. All Customer orders or requests for products, work, services or shipments requested by the Customer shall be made in writing or by fax or other form of electronic transmission acceptable by the Company for such purposes. The Company reserves the right to discontinue the sale of any products, work, services or shipments at its sole discretion, and further reserves the right to request, from time to time, further specifications or information from the Customer on each order, it expressly disclaims any duty to do so and may rely entirely upon the original specifications and information provided by the Customer without any duty of investigation or further inquiry. The Customer shall be solely responsible for the accuracy of any such specifications or information. Further, upon receipt, the Customer shall be responsible to inspect, acceptable work, services, or shipments requested by Customer, including, including, without limitation, all prostheses for proper application, fit, alignment and ultimate use.

5. Errors, Omissions or Mistakes. Any and all discrepancies, shortages, claimed product deficiencies, or incorrect shipments ("Claimed Errors") must be reported immediately to the Company by the Customer, and in no event later than ten (10) calendar days from the date of receipt. Such a report shall be in writing, signed by a duly authorized officer or representative of the Customer, and delivered to the Company at the address set forth above. Customer shall be deemed to have inspected and accepted all products, work, services, or shipments of or by the Company. The Company, in its sole discretion, may discontinue the sale of any products, work, services or shipments at its sole discretion, and further reserves the right to request, from time to time, further specifications or information from the Customer on each order, it expressly disclaims any duty to do so and may rely entirely upon the original specifications and information provided by the Customer without any duty of investigation or further inquiry. The Customer shall be solely responsible for the accuracy of any such specifications or information. Further, upon receipt, the Customer shall be responsible to inspect, acceptable work, services, or shipments requested by Customer, including, including, without limitation, all prostheses for proper application, fit, alignment and ultimate use.

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6.1. Customer Errors. Errors, omissions or mistakes made by the Customer shall be corrected by the Company at the Customer's own expense. For Porcelain-Fused-to-Metal ("PFM") restorations and All-Ceramic Products purchased by the Customer to be sent to a laboratory for further processing, the Company shall invoice the Customer only the cost of the material or labor required for such further processing, and the Customer shall request a return authorization from Company which Company shall reasonably provide. The Company will not apply any offsets or reductions in price for products, work, services, or shipments for any alleged late delivery, discrepancies, shortages, claimed product deficiencies, or incorrect shipments unless otherwise agreed to by the Company.

6.2. Company Errors. In the event of any error, omission, or mistake made by the Company, the Customer will promptly notify the Company in writing of such error, and the Company will reasonably cure any discrepancies, shortages, claimed product deficiencies, or incorrect shipments within which it may be otherwise deemed to be in excess of such limits, the Customer shall be required to return to the Company.

7. LIMITS OF LIABILITY FOR USE OF PROSTHESIS. THE CUSTOMER ACKNOWLEDGES THAT IN NO EVENT WILL THE COMPANY BE LIABLE TO ANY PARTY INCLUDING, BUT NOT LIMITED TO PATIENTS OF THE CUSTOMER, FOR ANY DAMAGES RESULTING FROM ANY USE OF THE PROSTHESIS. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY OF THE FOLLOWING INCLUDING, BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER CLAIMED BY THE CUSTOMER, ANY PATIENT OF THE CUSTOMER, OR ANY OTHER PARTY. IN ADDITION, THE CUSTOMER UNDERSTANDS THAT NEITHER THE CUSTOMER OR ANY OTHER PERSON WILL BE CONSIDERED A THIRD-PARTY BENEFICIARY TO THIS AGREEMENT AND THAT NO SUCH PERSON WILL BE ABLE TO ENFORCE AGAINST THE COMPANY ANY REPRESENTATIONS OR WARRANTIES MADE BY THE COMPANY TO THE CUSTOMER.

8. Indemnification. To the fullest extent permitted by law, the Company shall defend, indemnify and hold the Company and its principals, shareholders, directors, officers, employees, representatives, agents, successors and assigns, free and harmless from any and all claims, liabilities and damages, known and unknown, arising directly or indirectly from either the Company’s performance pursuant to the Customer’s orders or requests for products, work, services, or shipments, or otherwise by reason of the Customer’s treatment of any product or the actual application, fit, alignment or ultimate use of any prostheses or other dental restorations prepared by Company hereunder; except as to claims arising from the Company’s intentional misconduct or gross negligence. With the prior approval of the Customer, which approval shall not be unreasonably withheld, the Company may defend any suit, action or proceeding brought against it and its principals, shareholders, directors, officers, employees, representatives, agents, successors and assigns may retain its/their own counsel to defend it/them in such action in which the Company shall pay for the reasonable costs, fees and expenses of such counsel, and all Court or Arbitration costs.

9. Entire Agreement/Non-Waiver. This Agreement shall be read in conjunction with the provisions set forth on the reverse hereof, which shall constitute the entire agreement between the parties hereto pertaining to the subject matter contained herein and therein and shall supersede all prior, contemporaneous agreements, representations and understandings of the parties. No waiver of any one of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Provided, however, that in no event shall the Company be liable to any party, including, but not limited to patients of the Customer, for any damages resulting from any use of the Prosthesis. In no event shall the Company be liable for any of the following including, but not limited to incidental or consequential damages whether claimed by the Customer, any patient of the Customer, or any other party. In addition, the Customer understands that neither the Customer nor any other person will be considered a third-party beneficiary to this Agreement and that no such person will be able to enforce against the Company any representations or warranties made by the Company to the Customer.

12.2 Arbitrator Selection and Authority. All disputes involving Claims shall be decided by a single arbitrator. The arbitrator shall be selected by the complaining party in accordance with JAMS' rules.

12.1 Arbitration Procedure. Arbitration of any Claims shall be through Judicial Arbitration and Mediation Service (JAMS) in Orange County, California. The arbitrator shall resolve all disputes involving Claims ("Claims") as set forth above. Upon final decision by the arbitrator, the arbitrator shall enter judgment upon the arbitrator's decision, which judgment may be entered by any court having jurisdiction. The arbitrator shall be responsible for the reasonable fees and costs and fees and expert witness fees, in addition to any other relief to which said prevailing party or parties may be entitled.

12.3 Arbitrator Selection. Arbitration of any Claims shall be decided by a single arbitrator. The arbitrator shall be selected by the complaining party in accordance with JAMS' rules. The arbitrator shall enter judgment upon the arbitrator's decision, which judgment may be entered by any court having jurisdiction. The arbitrator shall be responsible for the reasonable fees and costs and fees and expert witness fees, in addition to any other relief to which said prevailing party or parties may be entitled.

12.4 Arbitration Act. The arbitration shall be conducted in accordance with the rules of JAMS. The ruling of the arbitrator shall be final and binding upon the parties. The arbitrator shall have authority to award any relief to which any party may be entitled, including attorney's fees, and costs, as a court would have for the particular claim asserted. All decisions made by the arbitrator shall be final and binding upon the parties.

12.5 Governing Law. The arbitration shall be governed by the laws of the State of California.

13. Controlling Law. This Agreement is deemed to have been entered into, and primary performance will be deemed to have occurred in Orange County, California. Any controversy arising out of or relating to this Agreement shall be governed by the laws of the State of California, without giving effect to choice of law principles. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, understandings and representations of the parties.

As a convenience to you, we accept VISA, MASTERCARD and American Express for payment of your bill.