



## Doctor's Checklist • Tips for Success

### □ Anterior Cases

#### (involving 2 or more teeth) Before numbing the patient...

- Take full smile photo with lips unretracted and teeth slightly apart to show the occlusal plane and incisal length in relation to the lips...say, "cheese", with teeth separated slightly.
- Take impression for pre-op and/or post-op full arch study cast to demonstrate desired incisal edge position.
- Discuss improvements to be made with the patient. Note changes on the laboratory work order.

### □ Shade Taking & Photography

- Take Shade at the beginning of the appointment while teeth are fully hydrated.
- Provide photos for any restorations requiring characterizations, such as crazes, cracks, white decalcification, color streaks, color bands, color blotches, or areas with varying levels of opacity or translucency.
- When taking pictures, position shade tab so incisal edge of tab is opposing incisal edge of tooth. (edge to edge)
- See more Shade and Photography tips at our website: [www.killiantdental.com](http://www.killiantdental.com).

### □ Bite Registration

- Send a centric occlusion bite registration for all cases (including quadrant, full arch, or triple tray). Take registration with a firm material over the preparations only. Material placed over non-prepped teeth will hide your view of centric occlusion. We recommend any firm vinyl polysiloxane; Futar from Kettenbach is our top choice. Do not use wax, since it is extremely temperature sensitive and is dimensionally unstable. Also, don't use acrylic because it is so hard it abrades, breaks and generally damages all dies and stone models.

### □ Draw

- Please check for overhanging proximal teeth that prevent proper draw, especially in the lower arch where excessive Curve of Spee may be present. Remove the overhanging contact area and polish smooth.

### □ Veneers and other

#### All-Ceramic Restorations

- Take prep/stump shade so ceramist can determine level of porcelain opacity necessary to achieve finish shade.
- When selecting an all-ceramic crown restoration, a core material with adequate opacity is indicated to mask darker prep/stump shades.

### □ Impressioning

- **Subgingival** - It is important to pack cord around all subgingival margins. The impression must capture tooth structure below the margin to allow the margins to be identified on the stone cast. If you are using a cordless technique, please be aware that the technician does not have the benefit of color to discern the demarcation between pink tissue and white tooth structure. The technician can only see one color of die stone, and without the differentiating tooth structure visible above and below the margin, the margin cannot be accurately identified in the gingival sulcus.
- **Prior to impressioning**, please polish rough proximal contacts.
- **Quadrants** - Quadrant impressions should include cuspid at a minimum (to midline is best).
- See more Impressioning tips at our website: [www.killiantdental.com](http://www.killiantdental.com).

## Terms and Conditions of Sale

By submitting this order form ("Agreement") to Killian Dental Ceramics, Inc. ("Killian") you agree that your purchase of the goods described herein (the "Products") is subject to the terms and conditions herein. These terms and conditions may not be modified, superseded or waived except by a written instrument signed by you and an authorized representative of Killian. Any conflicting or additional terms and conditions contained or referenced in any purchase order or other document you submit to Killian shall be of no force or effect.

1. Your Order is subject to acceptance by Killian in its sole discretion. In deciding whether to accept an order, Killian may consider your creditworthiness. Orders shall be deemed accepted by Killian only upon its written confirmation or shipment. Upon Killian's acceptance of your Order, the prices set forth in such Order will be firm. Until an Order has been accepted, prices provided by Killian will be subject to change without notice. Products described in a price list or quotation may not be available at a particular time.

2. No changes in the type, specifications or quantity of Products ordered by you will be made unless and until Killian consents to such changes and adjusted or reconfirmed prices are agreed upon. Unless an agreement, affirmation, modification or cancellation of an accepted order, representation or warranty is specifically agreed to in writing by an authorized representative of Killian, it does not form part of the basis of any agreement between you and Killian and shall not be enforceable.

3. Payment of the stated invoice price is due in full immediately upon your receipt of the Product. Amounts outstanding thirty (30) days shall thereafter bear interest at the lesser of 1.5% per month (18% annually) or the maximum interest rate allowed by applicable law. You shall be responsible for all costs of collection, including attorney's fees and costs. If your order is cancelled for any reason before shipment, you shall pay to Killian all costs and losses it incurs due to such cancellation.

4. You have the right to inspect Products prior to acceptance. However, your failure to provide Killian with written notice of any defect and return a Product to Killian within thirty (30) days after receipt shall constitute acceptance. Other forms of acceptance include, but are not limited to, installing a Product in a patient's mouth or requesting any change of shade, preparation, bite or design modification.

5. You agree that it is customary in the esthetic dental industry for goods to be adjusted and/or modified by a dental laboratory on more than one occasion. You further agree to give Killian a reasonable period of time and opportunity to make changes to a Product to meet the specifications described in your Order. Should Killian fail to provide a satisfactory Product within a reasonable period of time, your sole and exclusive remedy is limited to: (a) the return of the Product and receipt of a refund of the amount you paid for the Product, or (b) at Killian's election, replacement of the Product pursuant to the Limited Warranty in Paragraph 8 below.

6. If you request the restoration, repair or replacement of the Product, you shall return to Killian the Product and all related items including, but not limited to, original impressions, models, and restorations. You acknowledge and agree that Killian must have the original Product and other aforementioned items in order to assess possible restoration, replacement or repair options. You shall pay Killian for its services at its current applicable rates for the restoration, repairs, or replacement in the event that you request changes to the Product that were not included in your initial order.

7. You must thoroughly and carefully clean all blood and saliva from all materials used in the mouth including, but not limited to, the Product, and you must also disinfect all of these items after they are returned to you by Killian before placing them in your patient's mouth.

8. LIMITED WARRANTY: Killian warrants to you that, subject to the exclusions and conditions described herein, it will, at its sole option, repair, replace or refund the original purchase price paid for any Products which are defective in materials or workmanship under normal use and care. This limited warranty shall apply only to defective Products which are reported to Killian within the applicable warranty period and which, upon examination by Killian, prove to be defective. The applicable warranty periods for the Products are as follows: (a) seven (7) years for porcelain to metal, all porcelain, all metal, single-unit inlay, onlay and crown composite resin final prosthetics (excluding mutually opposing implant-supported full arch bridges), milled implant bars, and screw-retained titanium or zirconia abutments (excluding abutments with angulations greater than 20 degrees); (b) five (5) years for composite resin bridges (excluding Maryland and inlay/onlay bridges); (c) one (1) year for dentures and partials including screw-retained dentures but excluding immediate dentures and partials; (d) six (6) months for thermoformed appliances and splints if the failure is due to defects in materials or workmanship, provisionals, composite resin Maryland and inlay/onlay bridges; and (e) thirty (30) days for immediate dentures and partials, flippers, retainers, surgical and radiographic guides, and all other dental devices. This warranty does not cover Product defects existing upon delivery which were known or should have been known to you but were not disclosed to Killian within thirty (30) days after delivery or Products which have been (i) improperly used or used in an application other than that intended, (ii) modified or repaired without Killian's approval, or (iii) subjected to neglect, accident, damage due to accident, fire, water, vandalism or other casualty or improper storage, installation or application. If Killian requests, you shall return the defective Products to Killian at your expense. If Killian elects to replace defective Products, Killian shall ship such Products as promptly as reasonably possible. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR ARISING BY LAW, CUSTOM OR CONDUCT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS AND REMEDIES. IN NO EVENT SHALL KILLIAN BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. YOU WILL NOT GIVE ANY GREATER OR DIFFERENT WARRANTIES TO YOUR PATIENTS.

9. IF KILLIAN BREACHES ANY PROVISION HEREOF, KILLIAN'S LIABILITY SHALL NOT IN ANY EVENT EXCEED THE TOTAL PRICE FOR THE PRODUCTS, LESS THE PURCHASE PRICE FOR ANY PRODUCTS DELIVERED TO AND ACCEPTED BY YOU. IN NO EVENT SHALL KILLIAN BE LIABLE TO ANYONE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR (i) ITS BREACH OF ANY PROVISIONS HEREOF, INCLUDING, WITHOUT LIMITATION, PROVISIONS REGARDING WARRANTIES, GUARANTEES, AND/OR INDEMNITIES; OR (ii) ANY CLAIMS BY YOU CONCERNING THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DAMAGES ATTRIBUTABLE TO DELAYS IN REPLACING PRODUCTS, THE COSTS OF REMOVAL AND REINSTALLATION OF PRODUCTS, LOSS OF GOODWILL, LOSS OF PROFITS AND/OR LOSS OF USE. IN THE EVENT YOU MAKE ANY CLAIMS CONCERNING THE QUALITY OF OR DEFECTS IN ANY PRODUCTS, YOU WILL PERMIT THE PRODUCTS IN QUESTION TO BE INSPECTED BY KILLIAN. FAILURE TO PERMIT SUCH INSPECTION WILL CONSTITUTE A WAIVER OF YOUR CLAIM AND WILL RELIEVE KILLIAN OF ANY LIABILITY FOR SUCH CLAIM. YOU UNDERSTAND THAT ANY SETTLEMENT OR RESOLUTION OF YOUR CLAIMS CAN ONLY BE AGREED TO BY AN AUTHORIZED REPRESENTATIVE OF KILLIAN.

10. You shall indemnify, defend and hold Killian and its officers, directors, and employees harmless from and against any and all claims, liabilities, damages, debts, settlements, costs, attorney's fees and costs of any kind or nature relating to or arising from your negligence or misconduct.

11. Products will be shipped F.O.B. Killian's facilities by common carrier, unless Killian and you agree in writing to other arrangements before the date of shipment. Killian bears the expense and risk of placing the Product in the possession of the carrier. Thereafter, you bear the expense and risk of transporting a Product to its destination. You shall bear the cost of returning any Products to Killian. Killian shall not be responsible for any lost Products or damage to Products occurring during the shipment.

12. The Agreement set forth herein shall be construed under and governed by the laws of the State of California. All disputes hereunder between Killian and you, which are not otherwise resolved, shall be resolved in a court of competent jurisdiction for Irvine, California. You hereby consent to the jurisdiction of such court or courts and agree to appear in any such action upon written notice thereof. No action arising out of, or in any way connected with this Agreement, the Products sold hereunder, or any services rendered by Killian may be brought by you more than one (1) year after the cause of action has first accrued.

13. In the event of any dispute or litigation arising hereunder, the prevailing party will be entitled to recover its reasonable attorneys' fees and court costs.

14. If any provision of this Agreement is held invalid, unenforceable or void by a court of competent jurisdiction, this shall not affect the validity of any remaining provisions of this Agreement. This Agreement shall be reformed and continue as if such invalid, inoperative or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

15. A waiver by Killian of a breach of any provision hereof shall not be deemed a waiver of any subsequent breach by you of the same provision or a waiver of any other provision. In addition, no waiver by Killian of any breach of any provision of any other contract with any party shall be deemed a waiver of a breach of any similar provision of this Agreement.

16. In addition to any excuse provided by applicable law, Killian shall be released from its obligations to perform hereunder in the event of circumstances beyond its reasonable control, whether or not foreseeable, including, but not limited to, labor disturbance, war, terrorism, fire, accident, natural disaster, inability to obtain materials, government act or regulation.