

PRESCRIPTION FORM

Bridge Dental Laboratory
 Unit 10, Seavixen Industrial Estate, Wilverley Road, Christchurch, Dorset BH23 3RU.
 Tel: 01202 486113 Fax: 01202 479204

www.gumshields.com



SURGEON NAME AND ADDRESS

PATIENT DETAILS

Forename:

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Surname:

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(Must be in block capitals. No responsibility will be taken for misspelt, illegible names.)

DELIVERY DATE INTO SURGERY


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At least 10 working days

TEL/FAX:

APPLIANCES

M.D.A. No: 001049

<u>Gumshields</u>	<u>Designs</u>	<u>Nightguards etc</u>
1 Black <input type="checkbox"/>	2 Stripe <input type="checkbox"/>	2mm Soft Nightguard: Upper <input type="checkbox"/> Lower <input type="checkbox"/>
2 Dark Blue <input type="checkbox"/>	3 Stripe <input type="checkbox"/>	SoftHard Nightguard: Upper <input type="checkbox"/> Lower <input type="checkbox"/> <small>(Soft fit surface, hard bite surface)</small>
3 Maroon <input type="checkbox"/>	4 Stripe <input type="checkbox"/>	Hard Acrylic Nightguard: .. Upper <input type="checkbox"/> Lower <input type="checkbox"/>
4 Silver <input type="checkbox"/>	Multi Stripe <input type="checkbox"/>	Clasps: Ball <input type="checkbox"/> Adams <input type="checkbox"/>
5 Gold <input type="checkbox"/>	Harlequin <input type="checkbox"/>	Bleaching Tray: Upper <input type="checkbox"/> Lower <input type="checkbox"/>
6 Blue <input type="checkbox"/>	Motif <input type="checkbox"/>	Snore Guard: Soft <input type="checkbox"/> Hard <input type="checkbox"/>
7 Lilac <input type="checkbox"/>	Marble <input type="checkbox"/>	Study Model Upper <input type="checkbox"/> Lower <input type="checkbox"/>
8 Sky Blue <input type="checkbox"/>	Special Shield Design (No.) <input style="border: 1px solid red;" type="text"/>	Extra Model: Upper <input type="checkbox"/> Lower <input type="checkbox"/>
9 Green <input type="checkbox"/>	NAME TAG REQUIRED <input type="checkbox"/>	Special Tray: Upper <input type="checkbox"/> Lower <input type="checkbox"/>
10 Pink <input type="checkbox"/>	DOUBLE THICKNESS <input type="checkbox"/>	Duran Retainer: Upper <input type="checkbox"/> Lower <input type="checkbox"/>
11 Red <input type="checkbox"/>	BITE INDENTATIONS <input type="checkbox"/>	Other appliance or URA, please specify in the remarks box below:
12 Turquoise <input type="checkbox"/>	EXPRESS SERVICE <input style="border: 1px solid red;" type="checkbox"/> <small>(2 working days, 50% extra)</small>	
13 White <input type="checkbox"/>		
14 Yellow <input type="checkbox"/>		
15 Flu/Orange <input type="checkbox"/>		
16 Flu/Yellow <input type="checkbox"/>		
17 Flu/Green <input type="checkbox"/>		
18 Flu/Red <input type="checkbox"/>		
19 Dark Green <input type="checkbox"/>		
20 Clear <input type="checkbox"/>		
Remarks & Notation		Lab Sheets <input type="checkbox"/>
 Design of Mouthguard		Labels <input type="checkbox"/>
		Price List <input type="checkbox"/>
		Brochure <input type="checkbox"/>
		Poster <input type="checkbox"/>

THIS SECTION IS FOR LABORATORY USE ONLY

JOB No:

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Approved for manufacture
Approved for release by:
Date:
Date:

This prescription incorporates the standard terms and conditions of supply of Bridge Dental Laboratory

Your attention is drawn to the following statement: This is a custom-made medical device that has been manufactured to satisfy the attributes, characteristics, properties and features specified by the prescriber for the above named patient. This medical device is intended for **exclusive use by this patient and conforms to the relevant essential requirements** specified in Annex I of the Medical Devices Directive and the United Kingdom Medical Devices Regulations SI 2002 No.618.

This statement does not apply to medical devices that have been repaired and/or refurbished for an individual patient's use and for PPE mouthguards.

Storing, handling and instructions for use: It is recommended that before use this medical device is stored in a clean and safe environment that prevents it from coming into contact with materials, equipment, acids, alkalis or bleaches that could cause physical or chemical damage to the medical device. The medical device should not be subjected to extremes of temperature during storage. Where applicable, instructions on how to use or clean this medical device may be obtained from the prescriber.

THIS MEDICAL DEVICE IS SUPPLIED IN AN UNSTERILISED STATE.

M.D.A. No: CA001049

Once device is dispatched by Royal Mail no responsibility can be taken for late arrival unless recorded or special delivery.

PLEASE DO NOT PUT PRESCRIPTIONS IN DIRECT CONTACT WITH IMPRESSIONS

BRIDGE DENTAL LABORATORY, WWW.GUMSHIELDS.COM
TERMS & CONDITIONS OF SUPPLY

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 (which must be in writing) cannot be inferred from a course of behaviour.

1. Interpretation

1.1 In these conditions:

- 1.1.1 BUYER 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.
- 1.1.2 GOODS mean the Goods which the Company is to supply in accordance with these Conditions.
- 1.1.3 COMPANY means Bridge Dental Laboratory, www.gumshields.com, BDL Mouthguards or any of the other name under which D. Wheeler and R. Wheeler may carry on business from time to time.
- 1.1.4 CONDITIONS mean these standard terms and conditions of supply and includes any special terms and conditions agreed in writing between the Buyer and the Company.
- 1.1.5 CONTRACT means the contract for the purchase and sale of the Goods.
- 1.1.6 ORDER means an order for goods placed by the Buyer on the Company's prescribed prescription form.
- 1.1.7 PRICE means the sum payable for the Goods pursuant to Clause 4.
- 1.1.8 QUOTATION means a Quotation for the supply of Goods issued by the Company to the prospect Buyer.

2. Basis of the Sale

- 2.1 The Company shall sell and the Buyer shall purchase the Goods in accordance with any written Quotation which is accepted by the Company (Quotations remain opened for acceptance for [7] days after their date of issue) or any Order of the Buyer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
- 2.2 Orders received by the Company shall be deemed accepted unless the Company shall notify the Buyer to the contrary within 5 working days of receipt of the Order by the Company.

3. Orders & Specification

- 3.1 The quantity, quality and description of any specification for the Goods shall be those set out in the Quotation (if accepted by the Buyer) or the Order (if accepted by the Company).
- 3.2 The Buyer (either direct or through authorised appointees or representatives) shall be solely responsible for providing the Company with all necessary instructions, information and the accurate impressions and drawings for the creation of the Goods. The Buyer's knowledge and commercial information is vital in this respect and the Company shall not be responsible for any shortcomings in such information.

4. Payment & Price

- 4.1 The Price for the Goods shall be as specified on the Company's price list at the date of acceptance of the Order or as stipulated in the quotation. The Company reserves the right to amend its price list at any time in its absolute discretion. Regular customers will be sent a new price list at least one month before the date it comes into force.
- 4.2 All prices quoted are in £ sterling. Any purchases made in other currencies will be subject to fluctuations in exchange rate.
- 4.3 The Price is exclusive of any applicable Value Added Tax and costs for packing, carriage and duties which are payable by the buyer.

5. Terms of Payment

- 5.1 Subject to any special terms agreed in writing between the Buyer and the Company, the Company shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods.
- 5.2 If the Goods are to be collected by the Buyer or the Buyer fails to take delivery of the Goods for any reason, the Company shall be entitled to invoice the Buyer for the Price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
- 5.3 The Buyer shall pay the Price within 30 days of the date of the invoice, and the Company shall be entitled to recover the Price, notwithstanding that delivery may not have taken place and property in the Goods has not passed to the Buyer. The time of payment of the Price shall be of the essence of the Contract.
- 5.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 3% above [Barclays Bank] base rate from time to time in force.
- 5.5 The Buyer shall indemnify the Company against all costs of recovery (either for the Goods or the Price as Appropriate) including without limitation legal fees, costs and disbursements reasonably incurred. Any banking charges incurred by the Company in respect of dishonoured cheques will be payable by the Buyer.
- 5.6 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.

6. Delivery

- 6.1 The Company accepts no liability for non-arrival or late delivery of the Goods once they have been despatched. All mail items are posted by first class post unless it is required or agreed otherwise. Items which are worth £75 or more will be sent by registered or recorded mail. All costs for delivery of Goods shall be borne by the Buyer.
- 6.2 On receipt of the Goods, the Buyer shall inspect the Goods for defects and/or failure to comply with description in the Order or Quotation. The Buyer shall inform the Company of any defect within seven days of delivery and if requested

shall return the Goods in question to the Company (at the Company's expense provided that upon receipt and inspection the Company accepts that the Goods are defective). The Company will in its own discretion either replace or repair the defective Goods. The only exception is if a bulk order of 30 or more products is purchased then the defect must be advised within 14 days.

- 6.3 The Buyer shall accept reasonable tolerances in respect of colour, size and quality and acknowledges that the final Goods may differ from their expectations and/or indications shown on the prescription form.
- 6.4 Whilst the Company shall use it reasonable endeavours to meet any agreed delivery date, time shall not be of the essence.

7. Risk & Property

- 7.1 Risk shall pass to the Buyer on delivery of the Goods or when the Company has tendered delivery of the Goods. Where a Buyer 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.
- 7.2 The ownership and property in Goods sold remains vested in the Company until the Company has been paid in full for the Goods.

8. Warranties & Liabilities

- 8.1 Save as provided the Company warrants that the Goods will correspond with their specification at the time of delivery.
- 8.2 The Buyer is responsible for taking accurate impressions and to ensure that these are securely packaged in order to avoid any damage or distortion in the post.
- 8.3 The Company reserves the right to return the prescription form to the Buyer and request new impressions to be provided if in its opinion the impressions or indications are deficient or imprecise.
- 8.4 Alternatively, where the Company decides that it is able to produce the Goods notwithstanding any deficiency in the impressions, and when the Goods are then supplied with a statement to this effect, then the Company will not remake any devices inaccurately or imprecisely detailed.
- 8.5 The Company shall not remake any device free of charge save where the Company has failed to observe clear indications and impressions given by the Buyer.
- 8.6 The Company accepts no liability for any Goods fitted incorrectly by the Buyer, a technician or dental surgeon.
- 8.7 The Company shall be notified within 7 days of delivery where Goods supplied to the Buyer 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
- 8.8 The Company warrants that the Goods supplied shall (subject to fair, wear and tear) be fit for their normal use for not less than the period stipulated below.
- 8.9 The following warranty period shall apply to the following Goods:

8.9.1 Gumshields or Mouthguards	6 months
8.9.2 Soft, softhard nightguards	3-6 months
(left to the discretion of the Company)	
8.9.3 Hard nightguards	6 months
8.9.4 Snore Guards or Silensor devices	6 months
8.9.5 Gingiva Masks	6 months
8.9.6 Bleaching Trays	3-6 months
(left to the discretion of the Company)	
8.9.7 Ortho appliances	6 months
8.9.8 Dentures	12 months
- 8.10 If during the appropriate warranty period, a claim is made that the Goods have become exhausted, then the Company will assess their condition and if required re-make the Goods.

9. Disputes

- 9.1 In the event of any disputes that cannot be resolved then upon the request of either party a senior representative of the Company and the Buyer shall meet to discuss the problem and try to reach an acceptable compromise.
- 9.2 The parties will consider mediation as a method of resolving any dispute.

10. Cancellation

- 10.1 Without prejudice to any other remedy available, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract (without any liability to the Buyer), in the event that:
 - 10.1.1 The Goods have been delivered but not paid for;
 - 10.1.2 The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation;
 - 10.1.3 The Buyer ceases, or threatens to cease to carry on business.
 - 10.1.4 The Buyer fails to make any payment on the due date under the Contract;
 - 10.1.5 The Company reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer;
- 10.2 In the case of the above events, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. Legal

- 11.1 A person who is not a party to this agreement has no right under the contract (Right of Third Parties) Act 1999 to enforce any term of this agreement but this does not reflect any right or remedy of a third party which exists or is available independent from that Act.
- 11.2 This agreement is personal to the parties hereto and cannot be assigned in whole or in part.
- 11.3 Any of these provisions, which may be unenforceable, shall (to that extent) be severable.
- 11.4 The Contract shall be subject to English law and to the non-exclusive jurisdiction of the English courts.