

# Anatomage

## Guide Service Agreement

### Doctor's Information

Doctor Name			
Clinic Name			
Address			
City, State		Zip Code	
Office Phone		Cell Phone	
Email		Fax	
Associated Imaging Center ( <i>internal use only</i> )			

Doctor Specialty		Implant System	
Annual Implant Volume	<input type="checkbox"/> < 50 implants	<input type="checkbox"/> 50-300 implants	<input type="checkbox"/> 300+ implants
Guided Experience	<input type="checkbox"/> New	<input type="checkbox"/> Some experience	<input type="checkbox"/> 20+ cases
CBCT Experience	<input type="checkbox"/> New	<input type="checkbox"/> 1+ years	

### Pricing

Anatomage Guide	\$295 per arch	Regardless of number of sites (additional cost may apply for guides compatible with some proprietary guided surgery kits)	
Rush Service	Guides are guaranteed to ship out from Anatomage 3 business days from date of case approval. Rush options available. Standard and rush shipping rates not included.		
	\$75	2 Day Service	Ships out in 2 business days
	\$175	Next Day Service	Ships out in 1 business day
Instruments	Please refer to instrument catalog		

### Credit Card Information

Number		Exp. Date	
Name on the card		Security code	
Billing address if different			

I agree to the service terms and conditions in the following page and authorize the use of this credit card for Anatomage surgical guides.

Clinician Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Anatamage Guide Service Terms & Conditions

- 1. Overview.** In these Terms and Conditions (the "Terms"), "Order Confirmation" means formal acknowledgement of Service ordered by Doctor (defined below), sent by Anatamage; "Service(s)" means the services described in the invoice and/or order confirmation sent by Anatamage and "Service(s)" also include the Anatamage Guide manufactured by Anatamage pursuant to the invoice and/or order confirmation; "Doctor" means a qualified clinician purchasing Services from Anatamage; "Contract" means any agreement to the effect that the Buyer shall purchase Services from Anatamage. Unless otherwise explicitly stated, the definitions above will apply to all sections of these Terms. By placing an order, Doctor acknowledges that: (1) Doctor has sufficient training and experience to perform dental implant surgery manually; (2) Doctor will not rely solely on the Anatamage Guide for surgery, or use the Anatamage Guide to overcome Doctor's lack of adequate surgical training or experience; (3) the Anatamage Guide is a tool to assist Doctor with a surgical procedure, but it does not replace Doctor's clinical judgment and operations; (4) the Anatamage Guide is not guaranteed to be error free, and accordingly, Doctor has to validate the Anatamage Guide before using it for any patient; (4) Doctor understands how Anatamage Guide works and has undergone sufficient training to use it properly; (5) Doctor agrees not to use Anatamage Guide if it appears to deviate from Doctor's planning or if it appears to be defective; (6) Doctor understands nerve is drawn by Anatamage technician for visual assistance, and may not be comprehensive and does not replace clinical evaluation.
- 2. Application.** These Terms apply to any sale for Services. Quotations are only valid in writing and for the period stated, or if not stated, ten (10) days. Orders may be received by writing (including email), telephone or fax. A Contract is deemed formed when accepted by Anatamage in an Order Confirmation or upon Service delivery, whichever is earlier. Please check the Order Confirmation and notify Anatamage of any error in writing immediately or the details in the Order Confirmation will apply to the Contract. Placing Doctor's order means acceptance of these Terms. Any variations to a Contract must be confirmed by Anatamage in writing.
- 3. Price and payment.** Prices for Services, tax, shipment, insurance and installation will be as shown on Doctor's monthly invoice. Changes to exchange rates, duties, insurance, freight and purchase costs may cause Anatamage to adjust prices accordingly.
- 4. Warranty.** Anatamage warrants that Guide will be manufactured with the quality control compliant to FDA QSR. Doctor acknowledges that the Services will be performed based on the specific details in Doctor order and plan files, and that Anatamage does not provide any clinical judgment or treatment recommendations. If Doctor believes that there is any defect with any deliverable, do not use the deliverable, and promptly return it to Anatamage. Except as expressly stated in the preceding sentence, Anatamage makes no express or implied warranties with respect to the Services, including but not limited to (a) any warranty relating to third-party products or (b) any warranty concerning the results to be obtained from the Services, any medical or dental treatment, or the results of any recommendation Anatamage may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose. Anatamage Guide is an auxiliary tool assisting surgery. Doctor is responsible for using Doctor's independent discretion for verifying and validating the suitability of the Services, Anatamage Guide, and the surgical procedure utilizing Anatamage Guide. Anatamage is not responsible for any injury, death or any other complications that might occur in connection with the use (whether proper or improper) or failure to use Anatamage Guide. The Services furnished by Anatamage are not intended to be used to determine diagnosis, prognosis, or a course of treatment. Neither the Services nor the Anatamage Guide, nor any information made available by Anatamage are intended to replace the independent discretion of a trained health or dental professional or to be a substitute for medical or dental advice. Doctor agrees to indemnify and holds Anatamage harmless from and against any and all claims arising out of or relating to the foregoing provisions.
- 5. Liability.** Anatamage is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Services provided by Anatamage, including without limitation loss of use of the any products, including inability to achieve a particular result. Anatamage's total liability arising out of or in connection with any event or series of connected events occurring in connection with the Services shall not exceed the amount of fees paid under the Contract. These provisions allocate the risks under the Contract. Anatamage's pricing reflects this allocation of risk and the limitation of liability specified herein.
- 6. Intellectual Property Rights.** All intellectual property rights in the Services and Anatamage Guide are and shall remain the exclusive property of Anatamage or its licensors, as applicable ("IPRs"). Products provided with the Services are sold to Doctor subject to a license to use IPRs only in conjunction with the Services.
- 7. Miscellaneous.** Either party may terminate a Contract if the other commits a material breach of a Contract and fails to remedy the breach within ten (10) days after receiving written notice thereof. Anatamage may subcontract, assign, or transfer its obligations or rights to a third party. Doctor may not assign or transfer any of Doctor's obligations without Anatamage's prior written consent. These Terms set forth the entire understanding between Anatamage and Doctor regarding the subject matter hereof, notwithstanding any prior course of dealing, custom or usage of trade or course of performance or any additional or different terms proposed by Buyer at any time. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or of any other remedy at any time. If any provision or portion of these Terms is held to be invalid, illegal, unconscionable, or unenforceable, the other provisions and portions shall not be affected. Section 6 will remain in effect notwithstanding the unenforceability of Section 5.