



SLEEP DENTISTRY DEFINED

IMPLANT AND LASER CENTER

The Lampee Limited Warranty

The Best in Dentistry Since 2007: Implants, Laser, Veneers

Thank you for trusting us to provide you with an amazing dental experience. It is our mission to help change smiles and lives through transformative dentistry. As such, we openly communicate how we stand behind our quality work and provide a limited warranty on our products and services (“**Limited Warranty**”). The following services and products are covered by the Limited Warranty:

Implant and Prosthetics*

Warranty Service Item	Warranty Period	Warranty Coverage
Acrylic & composite prosthetics manufactured in Dentist’s office	1 year from final in-service date	Breaks or fractures
Ceramic prosthetics – 4 implants	3 years from final in-service date	Breaks or fractures
Ceramic prosthetics – 6 implants	4 years from final in-service date	Breaks or fractures
Implants and implant parts	3 years from final in-service date	Implant and implant part failure

Crowns, Veneers, & Fillings*

Warranty Service Item	Warranty Period	Warranty Coverage
Crowns and Veneers	3 years from final in-service date	Breaks, fractures, de-bonding
Fillings	2 years from final in-service date	Treatment Failure

Root Canal*

Warranty Service Item	Warranty Period	Warranty Coverage
Root Canal	1 year from final in-service date	Treatment failure

Laser-Assisted New Attachment Procedure (LANAP) and Grafting*

Warranty Service Item	Warranty Period	Warranty Coverage
LANAP	1 year from final in-service date	Treatment failure
Grafting	None	None

* The warranty coverages of the above stated service items are subject to additional terms, conditions, limitations and exclusions, which are described in detail on the “additional terms” attached to this overview. All patients should read these terms carefully.

Tooth/Arch/Procedure: _____

Warranty Start Date/In-service Date: _____

I, _____, have read and agree with the terms of this warranty policy.
 Patient Name (print)

_____ Patient Signature _____ Date

Lampee Limited Warranty - Additional Terms

1. **Dental Treatment Limited Warranty:** This Limited Warranty is made by Sleep Dentistry Defined ("Dentist") to you, the Patient.
2. **Warranty on Implants and Prosthetics:** Dentist extends to Patient a limited warranty on the products and services disclosed above, subject to the following:
 - 2.1. **Warranty on Implants and Prosthetics - Limitations:** The following limitations apply to any warranty on implants and prosthetics:
 - 2.1.1. **Patient Eligibility:** To be eligible for warranty coverage, Patient must remain a patient and visit Dentist to complete at least one (1) routine check-up per calendar year, which consists of a dental exam, cleaning, and any X-rays required by Dentist ("**Routine Check-Up**"). Patient must complete his or her first Routine Check-Up within 365 days of the final in-service date. Patient will be charged Dentist's current rates for all Routine Check-Ups.
 - 2.1.2. **General Exclusions:** The limited warranty for implants and prosthetics covers failures of the procedure or device, it does not cover damage caused by, in whole or in part, pre-existing or acquired conditions, including diabetes and autoimmune disorders; use of tobacco products, including chewing and smoking; clenching and grinding of teeth; abuse of prosthetics, including eating overly hard or sticky foods, chewing ice, or biting items such as fishing line, sewing needles and fingernails; falls; radiation; chemotherapy; or physical trauma. The opinion of Dentist as to whether damage occurred due to failure or an excluded event shall be final.
 - 2.2. **Warranty on Crowns, Veneers, and Fillings - Limitations:** The following limitations apply to any warranty on crowns, veneers, and fillings:
 - 2.2.1. **Cavities:** Any repair of cavities that form under crowns and veneers are excluded from the warranty coverage and will be charged at Dentist's current rates.
 - 2.2.2. **Fillings on Edges of Front Teeth:** Fillings performed on the edges of the Patient's front teeth are excluded from the warranty coverage. All maintenance and repairs of such fillings will be charged at Dentist's current rates.
 - 2.3. **Warranty on Root Canal – Limitations:** In the event of a root canal failure, the warranty coverage extends only to the extraction of the tooth and the bone grafting of the site. Please note that root canals, even when done to the highest standard, can fail, and the Dentist does not advise root canal retreats (getting a second root canal) on the same tooth because of potential bacterial contamination and increased potential for subsequent failure.
 - 2.4. **Warranty on LANAP and Grafting – Limitations:**
 - 2.4.1. **LANAP Failure:** In the event a LANAP treated tooth must be extracted, the warranty coverage extends only to the extraction of the tooth. Any subsequent LANAP or other procedures will be charged at Dentist's current rates.
 - 2.4.2. **Tooth Splint:** Any required teeth splinting after a LANAP will be charged at Dentist's current rates and is not eligible for warranty coverage.
 - 2.4.3. **Gum Grafting, Bone Grafting, and Sinus Grafting:** Any gum grafting, bone grafting and sinus grafting not expressly included in this Limited Warranty are not covered and will be charged at Dentist's current rates. Any secondary grafting required for any procedure, whether subject to this Limited Warranty or not, will also be charged at Dentist's current rates.
3. **Other Terms and Conditions:** Any repair, remake, or replacement of the warranty service item that occurs after the specified warranty period will be charged at Dentist's current rates. Sedation fees are not included under the warranty coverage and will be charged at Dentist's current rates. All warranty work shall be performed at the discretion of Dentist and at Dentist's dental office by Dr Lampee and/or his associates. In order to qualify for this Limited Warranty, Patient must, at least once per day, brush, Waterpik, and floss their teeth and dental work. All workmanship and parts related to the warranty work shall be covered under the warranty coverage, so long as it is within the warranty period.
4. **Warranty Disclaimer:** This Limited Warranty is a complete statement of Dentist's warranty obligations. Dentist makes no other warranties, written or express. Unless prohibited by Oregon law, all implied warranties, including implied warranties of merchantability and fitness are excluded. Patient's sole recovery for breach of this Limited Warranty shall be damages not to exceed the prorated cost of treatment based on Dentist's current rates or the value of the original service, whichever is less. In no event shall Dentist be liable for incidental or consequential damages pursuant to this Limited Warranty.
5. **Additional Terms:**
 - 5.1. **Nontransferable:** Patient's rights and privileges conferred by this Limited Warranty shall not be transferred, assigned, pledged or hypothecated or otherwise disposed of in any way and shall not be subject to execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Limited Warranty, or any right or privilege conferred hereby, contrary to the provisions hereof, this Limited Warranty and the rights and privileges conferred hereby shall immediately become null and void.
 - 5.2. **Amendment:** This Limited Warranty shall not be amended except by an instrument in writing signed by the parties hereto, and no claimed amendment, modification, termination, or waiver shall be binding unless in writing and signed by the party against whom or which such claimed amendment, modification, termination, or waiver is sought to be enforced.
 - 5.3. **Governing Law; Jurisdiction; Venue:** This Limited Warranty shall be governed by and interpreted in accordance with the laws of the State of Oregon. In the event there is a dispute between the parties regarding the terms herein, the matter shall be first submitted to mediation under the mediation rules of the Arbitration Service of Portland, Inc. In event the dispute cannot be mediated or a settlement reached within sixty (60) days of the request for mediation, the dispute shall be submitted to binding arbitration held in Portland, Oregon or in a mutually convenient location and shall be conducted in accordance with the Arbitration Service of Portland, Inc. The Oregon Rules of Civil Procedure shall apply to any discovery brought pursuant to the arbitration. The rules may be altered by written agreement of the parties. The arbitration shall be conducted by one arbitrator, who shall be knowledgeable regarding the subject matter of this Agreement. The arbitrator shall award attorney fees, costs and expenses to the prevailing party in accordance with the Arbitration Service of Portland, Inc. The arbitrator shall not be entitled to award punitive or exemplary damages. The decision and award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties or the subject matter. The parties may agree in writing to another mediation or arbitration service. All matters requiring injunctive relief shall be brought in the federal and state courts located in Oregon, as permitted by law, and each of the parties hereby consents to the personal jurisdiction, service of process and venue of such courts as provided in this Agreement.