

**1. DOCTOR INFORMATION**

Doctor's Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Ship to Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**2. PATIENT INFORMATION**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender:  M  F

Case Type:  CC Full  CC Limited  Case Ext  Retainers

**3. GENERAL INFORMATION**

Chief Complaint: \_\_\_\_\_

Treat Arches:  Both  Upper Only  Lower Only

Exclude from treatment (bridges, ankylosed teeth, implants):

	8	7	6	5	4	3	2	1	1	2	3	4	5	6	7	8
R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8	7	6	5	4	3	2	1	1	2	3	4	5	6	7	8
L	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Do not place engagers on these teeth (facial restorations):

	8	7	6	5	4	3	2	1	1	2	3	4	5	6	7	8
R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8	7	6	5	4	3	2	1	1	2	3	4	5	6	7	8
L	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**4. EXISTING CONDITION**

Upper Midline:  Centered  Shifted Left  Shifted Right  
If shifted, displacement (in mm): \_\_\_\_\_

Lower Midline:  Centered  Shifted Left  Shifted Right  
If shifted, displacement (in mm): \_\_\_\_\_

Canine Relationship:  
Class I  R  L      Class II  R  L      Class III  R  L

Molar Relationship:  
Class I  R  L      Class II  R  L      Class III  R  L

**5. TREATMENT GOALS/OBJECTIVES**

**Midline**

Upper:  Maintain  Improve  Center  
Lower:  Maintain  Improve  Center  
(If > 2mm change, IPR or A-P change may be needed)

Overjet:  Maintain  Improve  Ideal  
(If > 2mm change, IPR or A-P change may be needed)

Overbite:  Maintain  Improve  Ideal

Arch Form:  Maintain  Improve  Constrict

Posterior Crossbite(s):  Maintain  Correct

**Space Management**

Close all spaces  
(If > 2mm change, IPR or A-P change may be needed)

Leave spaces (in case of tooth size discrepancy):  
 Distal to 2's  Distal to 3's  Equally around 2's

**Resolve Crowding**

Procline: Primarily,  U  L      If needed,  U  L  
Expand: Primarily,  U  L      If needed,  U  L  
IPR: Primarily,  U  L      If needed,  U  L

**A-P Relationship**

Canine Relationship:  
Class I  R  L      Class II  R  L      Class III  R  L

Molar Relationship:  
Class I  R  L      Class II  R  L      Class III  R  L

**How to Achieve A-P Goal**

IPR 3-6:  U  L      Distalization:  U  L

**Extraction:**

	8	7	6	5	4	3	2	1	1	2	3	4	5	6	7	8
R	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	8	7	6	5	4	3	2	1	1	2	3	4	5	6	7	8
L	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**6. SPECIAL INSTRUCTIONS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By submitting this case submission form to ClearCorrect, Inc. and accepting delivery of products from ClearCorrect, Inc., I agree to be bound by and accept the attached terms and conditions.

Doctor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Terms and conditions

Updated August 3, 2010

ClearCorrect™

The following terms and conditions constitute a binding contract between you ("Doctor") and ClearCorrect, Inc., a Texas corporation with its principal place of business at 5200 Mitchelldale St., Ste. F-26 Houston, TX 77092 ("ClearCorrect"). By submitting a ClearCorrect Case Submission Form to ClearCorrect and accepting delivery of products from ClearCorrect, Doctor agrees to be bound by and accepts these terms and conditions. Such terms and conditions may be referred to herein as the "Agreement". Doctor and ClearCorrect may each be referred to herein as a "Party" or collectively as the "Parties".

## 1. Case Acceptance and Payment

Payment of lab fees is due upon case acceptance by ClearCorrect. Cases are automatically accepted when received if:

- The records are adequate.
- The treatment goals are within the scope of the selected product.
- And there are no special requests that would require doctor consultation.

When cases are accepted, the credit card on file is charged in the amount of the current price for the selected product, factoring in any coupons or discount certificates included with the case submission. Cases that are not automatically accepted are not charged. You will be contacted for consultation if this occurs.

## 2. Cancellation and Refunds

Cases cancelled before delivery of the Treatment Setup will not incur any cancellation fee. Cases cancelled after delivery of the Treatment Setup, but before approval of the Treatment Setup, will be charged a \$195 cancellation fee. Cases cancelled after approval of the Treatment Setup will be charged the full fee.

Lab fees for cases cancelled before delivery of the Treatment Setup will be refunded in full. Lab fees for cases cancelled after delivery of the Treatment Setup will be credited to your account minus any applicable cancellation fees.

## 3. Shipment and Delivery

Aligners will not be fabricated until you approve the Treatment Setup. You should receive the Treatment Setup for your case within 2 to 3 weeks of case acceptance. The first phase of aligners will be fabricated and shipped within 2 to 3 weeks of your approval of the Treatment Setup.

Subsequent phases will be shipped automatically. Their delivery will be timed to meet the recommended wear cycle of 3 weeks per aligner. When possible, phases will be shipped approximately 2 weeks before their recommended wear date to allow you time to verify receipt of shipment, review upcoming phases, and schedule your patient.

Delivery dates are estimates. ClearCorrect shall not be liable for any damages, losses or expenses incurred by Doctor if ClearCorrect fails to meet the estimated delivery dates.

Title to products shipped under this Agreement and risk of loss or damage during shipment pass from ClearCorrect to Doctor upon delivery to the address specified by Doctor.

Shipping of aligners & submissions within the contiguous United States is included at no additional cost in the lab fee. Providers in Alaska, Hawaii, and off-shore U.S. territories must prepay an additional \$150 shipping fee per case. Pricing is subject to change.

## 4. Records

Do not submit original records as ClearCorrect will not return them. Records submitted to ClearCorrect become the property of ClearCorrect and will not be returned to Doctor. Doctor shall obtain patient's informed consent to release such patient's medical records to ClearCorrect, as necessary for treatment of the patient.

## 5. Doctor Representations

Doctor represents and warrants to ClearCorrect that: (i) Doctor is licensed to practice dentistry and/or orthodontics in the location of, and at all times treatment is being provided (ii) Doctor has the proper training, expertise and/or experience to perform procedures associated with ClearCorrect clear aligner therapy and/or use ClearCorrect products; (iii) Doctor's use of ClearCorrect products will be in accordance with generally accepted medical standards and used in compliance with ClearCorrect's specifications; and (iv) Doctor has obtained an executed Informed Consent and Agreement, provided by ClearCorrect, from each patient who is treated with ClearCorrect clear aligner therapy.

## 6. Warranties and Disclaimer

ClearCorrect warrants that its products: (i) shall conform to the specifications provided by Doctor in the Case Submission Form and as contained in the Treatment Setup approved by the Doctor; and (ii) are free from defects in material and workmanship. ClearCorrect shall not be liable for any defects that are caused by neglect, misuse, or mistreatment of its products by any third party, for any products that have been altered or modified in any way by an entity other than ClearCorrect, or for any products being used in combination with other third party products. Moreover, ClearCorrect shall not be liable for any defects that result from Doctor's specifications or instructions for such products. This limited warranty expires three (3) months after shipment of the product.

If any ClearCorrect product fails to conform to the warranty set forth above, ClearCorrect's sole liability, at its option shall be: (i) to repair or replace such product; or (ii) credit Doctor's account for such product. If ClearCorrect elects to repair or replace such product, it shall have a reasonable time to repair such products or provide replacements. Repaired products shall be warranted for the remainder of the original warranty period. Replaced products shall be warranted for a new full warranty period.

**EXCEPT AS SET FORTH ABOVE, CLEARCORRECT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY SPECIFIC PURPOSE.**

## 7. Limitations of Liability

**IN NO EVENT SHALL CLEARCORRECT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PRODUCTS PROVIDED HEREUNDER, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY WHETHER IN NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, CONTRACT, TORT, INDEMNITY OR ANY OTHER CAUSE OR THEORY WHATSOEVER. EXCLUDED DAMAGES INCLUDE LOSS OF PROFITS, LOSS OF USE AND COSTS OF REPLACEMENT OR SUBSTITUTE PRODUCTS.**

**IN NO EVENT SHALL CLEARCORRECT'S AGGREGATE MONETARY LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY USE OF ANY PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO CLEARCORRECT BY DOCTOR FOR THE PARTICULAR PRODUCTS SOLD UNDER THE AGREEMENT FOR WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR PRODUCTS SOLD TO DOCTOR UNDER THIS AGREEMENT, OR THE EXISTENCE OF MORE THAN ONE AGREEMENT WITH THE DOCTOR OR THE SALES OF ADDITIONAL PRODUCTS TO THE DOCTOR SHALL NOT ENLARGE OR EXTEND THIS LIMIT.**

## 8. Indemnification

**DOCTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CLEARCORRECT AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, LOSSES, CLAIMS, ACTIONS, DAMAGES, PENALTIES, FINES, DEMANDS OR SUITS AND ALL RELATED COSTS, ATTORNEY'S FEES AND EXPENSES OF ANY KIND AND NATURE WHATSOEVER ARISING UNDER ANY THEORY OF LEGAL LIABILITY (A "CLAIM") THAT MAY BE ASSERTED AGAINST CLEARCORRECT ARISING OUT OF, OR RESULTING FROM, OR RELATING TO: (I) THIS AGREEMENT OR USE OF PRODUCTS SOLD UNDER THIS AGREEMENT; (II) ANY BREACH OF OR FAILURE OF DOCTOR TO ABIDE BY ANY TERM OF THIS AGREEMENT; (III) ANY BREACH OR ALLEGED BREACH OF ANY REPRESENTATIONS OR WARRANTIES MADE BY DOCTOR IN THIS AGREEMENT OR ANY INCORRECT INFORMATION PROVIDED BY DOCTOR OR HIS/HER PATIENT TO CLEARCORRECT; OR (IV) CLEARCORRECT'S PROVIDING OF OR FAILURE TO PROVIDE PRODUCTS TO DOCTOR, UNLESS THE PROVIDING OF OR FAILURE TO PROVIDE SUCH PRODUCTS WAS DUE TO CLEARCORRECT'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.**

**The obligation of the Doctor to defend ClearCorrect against any Claim is separate and distinct from the obligation of indemnity set forth in this Agreement. The Doctor has the right and obligation to assume the defense of any Claim with counsel chosen by the Doctor and reasonably acceptable to ClearCorrect provided that counsel to ClearCorrect may participate in the**

**defense of the Claim with counsel for the Doctor, at the expense of ClearCorrect. The Doctor will not have the right to assume the defense of a Claim made against both ClearCorrect and Doctor if counsel for ClearCorrect advises in writing that a conflict in interest between ClearCorrect and Doctor would under applicable ethical principles preclude a single counsel or firm from defending both parties.**

## 9. Relationship of Parties

The Parties intend by this Agreement that Doctor is and at all time shall be an independent contractor and not the agent or employee of ClearCorrect. Neither this Agreement nor any contract with ClearCorrect nor any course of dealing or practice shall be interpreted as creating, or shall be deemed to create, any employer-employee, principal-agent, partnership, joint venture or other relationship between Doctor and ClearCorrect.

## 10. Advertising and Marketing

ClearCorrect reserves the right to use Doctor's name, as a client of ClearCorrect, in its advertising and marketing materials, provided that Doctor has the right to review such marketing materials before final publication or distribution.

## 11. Assignment

This Agreement shall not be assigned by any Party hereto without the prior written consent of the other Party.

## 12. Successor and Assigns

This Agreement shall be binding upon and shall inure solely to the benefit of the Parties hereto and their respective successors and shall not be for the benefit of any other person, persons, or legal entities.

## 13. Entire Agreement and Amendment

This Agreement, the ClearCorrect Case Submission Form, and the Informed Consent & Agreement shall constitute and contain the entire agreement of the Parties and supersede any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter hereof. This Agreement may be modified only by an agreement in writing duly executed by all the Parties hereto.

## 14. Severability

If any provision of this Agreement is or shall be deemed a violation of any applicable law, rule or regulation, such legal invalidity shall not void this Agreement or affect the remaining terms and provision of this Agreement and this Agreement shall be construed and interpreted to comply with all laws, rules or regulations.

## 15. Force Majeure

ClearCorrect cannot be in default or breach by reason of any failure of its performance under this Agreement if such failure results, whether directly or indirectly, from fire, explosion, strike, freight embargo, act of God, or of war, civil disturbance, act of any government, de jure or de facto, or any agency or official thereof, labor shortage, transportation contingencies, severe weather, default of manufacturer or supplier, quarantine or restriction, epidemic or catastrophe, lack of timely instructions or essential information from Doctor or any other third party, or other conditions beyond the control of ClearCorrect.

## 16. Notices

All notices, demands, requests, approvals and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made as of the date delivered or mailed if delivered personally or mailed by certified mail (postage prepaid, return receipt requested), or on the date transmitted if transmitted by facsimile, to the Doctor at the address provided by Doctor.

## 17. Waiver

The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any Party of any condition, or of the breach of any term, provision, covenant or warranty contained in this Agreement, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, covenant or warranty.

## 18. Governing Law

This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Texas.