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# Index, Warranty and Ordering

## Catalog Terms and Conditions of Sale

The Terms and Conditions of Sale apply to all products ordered from 3M Unitek.

### Orders

To facilitate filling your order, please be as specific as possible. Orders must specify product number, quantity desired and any descriptive information (e.g. size or color).

Items submitted in connection with Incognito™ Appliance System orders become the property of 3M Unitek and will not be returned.

### Prices and Terms

Please consult our current price list or call our toll free number listed below. Policies and terms are subject to change without notice. Terms are net 30 days, except payment for the Incognito Appliance System is due at the time of the order.

### Shipments

All shipments are FOB point of origin. Each shipment will be accompanied by an itemized packaging list. An invoice covering each shipment will be forwarded promptly.

### Back-Orders

In some instances, products listed in our catalog may be temporarily out of stock. In-stock items will be shipped immediately and any back-ordered items will be delivered as soon as possible. There will be NO additional shipping charges on Domestic back orders, however International shipments will be charged.

### Returns

1. Returns within 30 days from the date of shipment will be accepted for a full refund
2. Returns within 31-90 days from the date of shipment will incur a 20% restocking fee
3. Returns over 90 days from the date of shipment will not be accepted

Credit will be issued provided that:

1. Product is unused and in resaleable condition; and
2. A copy of the invoice of sale or the package slip accompanies the product.

The following products are not returnable:

1. Custom products (bands and bases with welded assemblies), including the Incognito™ Appliance System
2. Doctor's specials
3. Products requiring refrigeration
4. Opened chemical products

If the return is due to defective product or 3M Unitek error, full credit will be issued, provided the return is made within the period specified in any applicable 3M Unitek warranty. To facilitate your return, you must contact Customer Service at the number listed below to obtain an authorization number.

### Product Use

Buyer is responsible for evaluating whether a product is appropriate for a particular use or application. The conditions of evaluation, selection, and use of a product can vary widely and affect the use and application of a product. Because many of these conditions are uniquely within the buyer's knowledge and control, it is essential that buyer evaluate whether the product is suitable and appropriate for a particular use or application.

### Warranty and Limited Remedy

Except for the products with special warranty provisions noted below, 3M Unitek warrants that all products are free from defects in materials and manufacture. 3M Unitek's sole obligation and the buyer's sole remedy in the event of any claimed defect shall be, at 3M Unitek's option, repair of the product, replacement of the product, or refund of the purchase price. Written notice of claimed defect must be received by 3M Unitek at the address below within reasonable time after discovery not to exceed one year from the date of delivery.

### Unitek™ Hand Instruments Special Warranty Information

3M Unitek warrants that this instrument will be free from defects in materials and manufacture for a period of 1 year from the date of purchase. Failure to follow recommended use, maintenance and sterilization procedures will void all

warranty claims. Recommended maintenance includes cutter tip/blade re-sharpening and reconditioning (cleaning, polishing, adjusting screw as necessary) every six months. 3M Unitek's sole obligation and customer's sole remedy in the event of a claimed defect shall be limited to, at 3M Unitek's option, repair, replacement of the product, or refund of the purchase price.

All instruments should be sent to the 3M Unitek Authorized Service Center at the address below for evaluation to determine credit, replacement, or repair. The Authorized Service Center will determine, upon receipt of instrument, if the instrument is to be covered by warranty. Materials and manufacturing are the only items covered by this warranty. Misuse or abuse will void warranty. Buyer will be contacted regarding repair charges for out of warranty instruments.

### Unitek™ Prestige Series Hand Instruments Special Warranty Information

3M Unitek warrants that this instrument will be free from defects in materials, manufacture or separation of brazed cutting edges for a period of 1 year from the date of purchase. 3M Unitek further warrants that this instrument will be resistant to corrosion for 5 years from the date of purchase. Failure to follow recommended use, maintenance and sterilization procedures will void all warranty claims. Recommended maintenance includes cutter tip/blade re-sharpening and reconditioning (cleaning, polishing, adjusting screw as necessary) every six months. 3M Unitek's sole obligation and buyer's sole remedy in the event of a claimed defect shall be limited to, at 3M Unitek's option, repair, replacement of merchandise, or refund of the purchase price.

All instruments should be sent to the 3M Unitek Authorized Service Center at the address below for evaluation to determine credit, replacement, or repair. The Authorized Service Center will determine, upon receipt of instrument,

# Index, Warranty and Ordering

## Catalog Terms and Conditions of Sale

if the instrument is to be covered by warranty. Materials, manufacture, and corrosion resistance are the only items covered by this warranty. Misuse or abuse will void warranty. Buyer will be contacted regarding repair charges for out of warranty instruments.

### 3M Unitek – Authorized Service Center

Precision Plier Service  
14175 Telephone Avenue, Suite D  
Chino, CA 91710-5762  
Phone: 1-800-229-9060 USA, Canada  
Worldwide:  
Phone: 909-590-2085  
Fax: 909-590-8604.

### Waiver of Implied Warranties

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE ARE DISCLAIMED.

### Limitation of Liability

Except where prohibited by law, 3M Unitek will not be liable for any loss or damages arising from any product, whether direct, indirect, special, incidental or consequential, regardless of the theory asserted, including warranty, contract, negligence or strict liability.

### Product Changes

Products are continually undergoing refinement in design and manufacture. 3M Unitek reserves the right to improve, modify or discontinue products at any time.

### Termination for Default

3M Unitek may terminate an order, in whole or in part, if buyer is in breach of a material obligation and does not cure such breach to the reasonable satisfaction of 3M Unitek within ten (10) days of 3M Unitek's written notice of intent to terminate the order for buyer's default.

### Incognito™ Appliance System Fee for Canceled Case Setups

Orders placed with 3M Unitek for appliance setups in the Incognito Appliance System are subject to a fee of US \$255 if the order is canceled. Also, if an ordered setup has been available in Unitek™ Treatment Management Portal | TMP for 30 days

and remains without review and response from the ordering doctor, 3M Unitek, at its discretion, may treat the order as canceled and assess the fee. A reorder and resubmission of case files will be necessary to begin the process again if an order is canceled.

### Protected Personal Health Information

3M Unitek offers certain custom products and services, including the Incognito™ Appliance System, Unitek™ TMP Digital Models, and Unitek™ TMP for Incognito™ Systems. In ordering these products the buyer may provide 3M Unitek with personal health information. 3M Unitek will comply with applicable law with respect to this information. The buyer warrants that it has obtained the necessary consent to send this information to 3M Unitek and for 3M Unitek to send this information to its vendors. To safeguard this information and to comply with applicable law, 3M Unitek has implemented healthcare information policies to protect this information, provided training to personnel with access to this information, implemented building access controls and tracking, implemented electronic data access controls, required its vendors to implement safeguards and comply with applicable law, and designed certain products and software with features such as encryption to assist the buyer in protecting personal health information.

### Waiver

Any failure or delay by either party in exercising any right or remedy provided by or relating to the order or these Terms and Conditions does not constitute a waiver and shall not prohibit a party from exercising such right or remedy at a later time or from exercising any other right or remedy available.

### Entire Agreement

These terms and conditions of sale constitute the entire agreement between the parties with respect to the product sale except for a. the price set by the applicable 3M Unitek price quotation, 3M Unitek price sheet, or separate pricing

agreement; and by any additional 3M Unitek terms and conditions agreed to by the buyer electronically or in writing.

3M Unitek  
2724 South Peck Road  
Monrovia, California 91016

### General Information (Switchboard)

U.S. and PR (800) 634-5300  
Worldwide (626) 574-4000

### Phonemail Messages

U.S. and PR (800) 852-1990  
Canada (800) 433-1848

### Technical Helpline

U.S. and PR (800) 265-1943  
Worldwide (626) 574-4577

### Customer Service Phone

U.S. and PR (800) 423-4588  
Canada (800) 443-1661  
Worldwide (626) 574-4000  
North America Lingual / Digital (800) 401-3001

Europe Lingual +49 (0) 5472 9491-10

### Customer Service FAX

U.S. and PR (800) 328-2360  
Canada (800) 328-2360  
Worldwide (626) 574-4311

### Unitek Replacement Parts for MetalCraft/ErgoDental

U.S. and PR (800) 433-1822  
Canada (626) 443-1661  
ext 4692  
Worldwide (626) 574-4692

### Online Ordering

Contact your local 3M Unitek Representative for more information.

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## International Operations

### 3M Unitek Australia

Building A, 1 Rivett Road  
North Ryde, NSW 2113  
TEL 1300 363 484  
FAX 1800 500 155  
TEL 0800 441 622 New Zealand  
FAX 0800 441 620 New Zealand

### 3M Austria

3M Österreich GmbH  
Brunner Feldstrasse 63  
2380 Perchtoldsdorf  
Austria  
TEL 43-1-86686-350  
FAX 43-1-86686-424

### 3M Unitek Belgium

**3M Belgium N.V./S.A.**  
Hermesiaan 7  
1831 Diegem  
Belgium  
TEL +32 (0) 2-722-5330  
FAX +32 (0) 2-722-5336

### 3M Unitek Brazil

**3M do Brasil S.A. 23300**  
Via Anhanguera KM 110  
Caixa Postal 123  
CEP 13181-90-CEPIL100,  
Sumare, SP, Brasil, S.A.  
TEL 0800 153131  
FAX 0800 136363

### 3M Unitek China

**3M International Trading Co. Ltd.**  
No. 858 Yinglun Road  
Wai Gao Qiao, Pu Dong  
Shanghai 200131  
People's Republic of China  
TEL (86) 216-275-3535  
FAX (86) 216-275-2343

### 3M Unitek Denmark

**3M Denmark a/s**  
Fabriksparken 15  
2600 Glastrup  
Denmark  
TEL 45-43-48-01-49  
FAX 45-43-96-85-96

### 3M Finland

Suomen 3M Oy  
3M Unitek  
Lars Sonckin kaari 6  
02600 Espoo  
Finland  
TEL 358-9 525 21  
FAX 358-9 5122 944

### 3M Unitek France

Department Orthodontie  
Boulevard de l'Oise  
95029 Cergy Pontoise Cedex  
France  
TEL (33) 1-3031-8428  
FAX (33) 1-3031-8439

### 3M Unitek Germany

Ohmstrasse 3  
86899 Landsberg, Germany  
TEL +49 (0) 8191-9474-0  
FAX +49 (0) 8191-9474-5099

### 3M Unitek Greece

**3M Hellas Limited**  
20, Kifissias Avenue  
15125 Marousi  
Athens, Greece  
TEL (30) 210-688-5300  
FAX (30) 210-684-3281

### 3M Unitek Gulf

**3M Gulf Ltd.**  
Dubai Internet City  
P.O. Box 20191  
Dubai, UAE  
TEL +971-4-3670777  
FAX +971-4-3670699

### 3M Korea

19th Floor Daehan Investment  
Trust Bldg.  
27-3 Yoido-Dong  
Youngdeungpo-Gu  
Seoul  
Korea  
TEL: (822) 3771-4114  
FAX: (822) 3771-4314

### 3M Hong Kong LTD

5/F Victoria Centre  
15 Watson Road  
Hong Kong  
TEL: (852) 2806-6111  
FAX: (852) 2807-1308

### 3M India Limited

**3M ESPE Division, 3M Unitek**  
Concorde Block UB City  
24, Vital Mallya Road  
Bangalore  
India  
TEL: 0091-80-22231414  
FAX: 0091-80-22231450

### 3M Unitek Italy

**3M Italia S.P.A.**  
Orthodontic Division  
Localita S. Felice  
via San Bovio, 3  
20090 Segrate (Milano)  
Italy  
TEL (039) 02-7035-3524  
FAX (039) 02-7035-3525

### 3M Health Care LTD (Japan)

33-1, 2-Chome Tamaga Wadi  
Setagaya-ku  
Tokyo  
Japan  
TEL: (81) 4-2779-2446  
FAX: (81) 4-2774-7974

### 3M Mexico SA de CV

Avenida Santa Fe #190  
Col Santa Fe  
Del Alvaro Obregon  
Ciudad de Mexico  
Distrito Federal 01201  
Mexico  
TEL: 0-1800-690-1474  
FAX: 52+52700433 or  
52+52702224  
E-MAIL: unitekmxico.@mmm.com

### 3M Netherlands

3M Nederland B.V.  
3M Unitek  
Industrieweg 24  
2382 NW Zoeterwoude  
Zuid-Holland  
The Netherlands  
TEL 31-71-5-450-704  
FAX 31-71-5-450-735

### 3M Norway

3M Norge A/S  
Hvamveien 6  
Postboks 100  
2013 Skjetten  
Norway  
TEL 47-815-58-440  
FAX 47-63-84-17-88

### 3M Poland

**Orthodontic Products**  
al Katowicka 117  
05-830 Nadarzyn  
Poland  
TEL +48-22-7396083  
FAX +48-22-7396004



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## International Operations

### 3M Portugal

#### Orthodontic Products

Rua Conde de Redondo, 98  
1169-009 Lisboa  
TEL: +351-21-3134645  
FAX: +351-21-3134592

### 3M Unitek Spain

#### 3M Spain

Juan Ignacio Luca de Tena, 19-25  
28027 - Madrid Spain  
TEL (34) 91-321-6410  
FAX (34) 91-321-6358

### 3M Sri Lanka

#### 3M Lanka

No. 754 New Parliament Road  
Pelawatta  
Battaramulla  
Sri Lanka  
TEL 941-875701  
FAX 941-867891

### 3M Unitek Sweden

#### 3M Svenska AB

Bollstanäsvägen 3  
191 89 Sollentuna  
Sweden  
TEL (46) 8-92-21-00  
FAX (46) 8-754-55-37

### 3M Unitek Switzerland

#### 3M Switzerland AG

Eggstrasse 93  
CH-8803 Rüschlikon  
Switzerland  
TEL 41-1-724-92-51  
FAX 41-1-724-92-38

### 3M Taiwan Limited

6/F, No. 95  
Sec 2, Tun Hwa South Road  
Taipei 10628  
Taiwan  
TEL: 886-2-3701-3334  
FAX: 886-2-2706-9572

### 3M Unitek U.K. and Ireland

#### 3M Healthcare Ltd.

3M Unitek  
3M House  
Morley Street  
Loughborough  
Leicestershire  
LE11 1EP  
U.K.  
TEL +44 (0) 1509 613305  
FAX +44 (0) 1509 613172

### 3M Vietnam LTD

4th Floor, CMC Trade Center  
79 B Ly Thuong Kiet St.  
Ward 8, Tan Binh Dist.  
Ho Chi Minh City  
Vietnam  
TEL: (84) 832-3661  
FAX: (84) 832-3660

### Regional Office

#### 3M Asia Pacific Pte. Ltd.

1 Yishun Avenue 7  
Singapore 768923  
TEL (65) 6 450 8783  
FAX (65) 6 458 5432

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## International Representatives

Argentina	Czech Republic	Indonesia	Pakistan	Slovenia
Azerbaijan	Dominican Republic	Israel	Panama	South Africa
Bahrain	Ecuador	Kuwait	Paraguay	Thailand
Bolivia	Egypt	Latvia	Peru	Turkey
Bulgaria	El Salvador	Lebanon	Philippines	U.A.E.
Caribbean	Estonia	Lithuania	Qatar	Ukraine
Chile	Georgia	Malaysia	Romania	Uruguay
Colombia	Guatemala	Morocco	Russia	Venezuela
Costa Rica	Honduras	Nicaragua	Saudi Arabia	
Croatia	Hungary	Oman	Singapore	

# Notes