

# MEMORYALIGNER

Powered by **Graphy**

## Terms and Conditions

### Definitions

“**MemoryAligner**” is a brand name used by Al-Mahdi Dental Supplies for the distribution and production of Graphy’s direct printed aligners with shape memory.

“**We**”/“**our**”/“**us**”/“**our site**”/“**the website**”/“**the company**”/“**Al-Mahdi Dental Supplies**” refers to the business Al-Mahdi Dental Supplies (www.al-mahdi-dental-supplies.com)

“**The customer**” refers to any firm, company, person or persons who use our website or purchase or agree to purchase goods from Al-Mahdi Dental Supplies.

“**This document**” refers to this “MemoryAligner - Terms and Conditions” document.

“**Goods**” refers to any item or service being sold by Al-Mahdi Dental Supplies.

“**Order**” refers to the customer's order of goods from Al-Mahdi Dental Supplies.

“**Contract**” refers to the legally binding agreement between the company and the customer/client.

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### Introduction

Direct printed aligners (DPA) with shape memory are made by the resin "Tera Harz TC-85" (or updated versions). The resin is developed and manufactured by **Graphy**, a South Korean company. See the following link for further information about the resin and the manufacturer:

<https://itgraphy.com/ENG>

### Allergic reactions

Although rare, some individuals may develop allergies or sensitivities to the materials used in the aligners. This can result in symptoms such as irritation, itching, or swelling of the gums, tongue, or lips. In the case of severe reactions, the patient should be advised to discontinue wear of aligners immediately, take anti-allergy medications and contact a physician immediately for further control and treatment of allergic reactions.

Refer to the document "[Direct Printed Aligners - Consent Form](#)", for general information about risks and benefits associated with orthodontic treatment using direct printed aligners. It's the clinicians responsibility to discuss risks and benefits with their patients.

Clinician's name, signature and date of signature:

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### **Appearance of the aligners**

Direct printed aligners don't have a "crystal clear" appearance and may be slightly "dull" in appearance compared to other brands. This is due to the special resin used, the curing process and the polishing of the aligner after printing.

### **Treatment outcome**

In the rare event of an orthodontic case not progressing as planned, despite having received refinements, Al-Mahdi Dental Supplies reserves the right to stop sending further refinements. This might be the case if a patient is showing poor compliance, or if ankylosis is suspected or for other reasons. If this decision has been made, the client (dentist or orthodontist) may not receive a refund. It is the clinicians responsibility to inform their patient(s) of the rare risk of unsuccessful treatment outcome. Al-Mahdi Dental Supplies endeavours to enable clinicians to achieve the most flawless outcomes possible, but does not guarantee 100% patient satisfaction or treatment outcome, as this is a result of different factors and not solely based on the product used.

### **Prices and Payment**

- In accordance with Scottish law, Al-Mahdi Dental Supplies was not required to be VAT registered at the time of publishing of this document. We have therefore chosen not to be VAT registered initially in order to keep the costs down for our customers and be more competitive in the dental supply market. However, when VAT registration becomes a legal obligation to us, all published prices will be net and exclusive of VAT (price including VAT will be clearly presented as well). VAT will be charged on all invoices at the appropriate rate (except on items which are zero rated).
- The online price list supersedes all previous price lists. We reserve the right to amend these prices at any time and to correct omissions and errors. Prices are subject to change without prior notice.
- Payment of the price of goods (and VAT when/if required) can be made directly by the payment method(s) available on our site or by invoice (for orders less than £500 ). Payment of the price of goods by invoice is due 30 days from the date of the invoice. If the customer is in default in paying any sum as and when it becomes due, Al-Mahdi Dental Supplies shall have the right to suspend all further deliveries until the default is made good.
- In the event that the Customer fails to pay any monies by the due date, a penalty fee may be charged at the rate of 2% per month. The customer shall also indemnify the company against expenditure on all costs of recovery including legal fees on an indemnity basis without limit and any associated costs

Clinician's name, signature and date of signature:

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reasonably incurred. All banking charges incurred by the company in respect of dishonoured payments will be payable by the customer.

- The company retains ownership of the goods until they are paid in full.
- The company reserves the right to amend any verbal or written quotations at any time and to correct omissions and errors. Prices are subject to change without prior notice.
- The company reserves the right to assign their rights with respect to the customer's overdue payments to 3rd parties.

### **Shipping and Delivery**

- Expected delivery time(s) can differ depending on stock availability, shipping or air delivery. The expected delivery time is displayed for individual goods on our website.
- The displayed delivery time is referring to the UK. International deliveries might take additional 5-7 work days (or more if delayed at customs).
- The company reserves the right to charge the customer for delivery, unless free delivery has been stated.

### **Goods will be accepted for return on the following conditions:**

- The customer has **contacted us** and given their reason for return of goods. Goods will not be accepted for refund without prior authorisation.
- Where goods are received by the customer in an unusable condition the customer must inform Al-Mahdi Dental Supplies in writing within 14 days of delivery.
- If the customer has paid postage/shipping to return goods, Al-Mahdi Dental Supplies will fully refund the customer upon receipt of proof of payment.
- If these conditions have not been met as stipulated we reserve the right to not to accept the goods for return and not issue a refund.

### **Operating and Supply Policy**

Al-Mahdi Dental Supplies reserves the right to record all telephone calls to or from our company for training purposes and in relation to any contractual disputes.

### **Responsibilities, Health and Safety at Work**

Clinician's name, signature and date of signature:

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- Al-Mahdi Dental Supplies will retain ownership of the goods until they are paid in full. Customers are responsible for ensuring that they comply with all statutory governmental and local authority regulations in relation to goods purchased from our site. The transfer of risk of damage to the goods shall take place at the moment when the goods leave the company's possession or control. Where goods are delivered by carrier any claims for loss or damage in transit must be made by the customer against the carrier in accordance with any terms and conditions of business of the carrier.
- It is illegal to send contaminated goods through the post.
- We reserve the right not to handle items which do not meet the above criteria.

### **Excluding liabilities**

Al-Mahdi Dental Supplies does not exclude liability for:

- Fraudulent acts or omissions.
- Death or personal injury caused by negligence or breach of other legal obligations.

Al-Mahdi Dental Supplies is not liable for:

- Loss which was not reasonably foreseeable to both parties at the time when the contract was made.
- Loss (e.g. loss of profit) to the customer's business, trade, craft or profession.

### **Governing law, jurisdiction and complaints**

- Products from Al-Mahdi Dental Supplies are intended for the exclusive benefit of, and safe use by, dentists and dental professionals.
- The contract (including any non contractual matters) is governed by the law of Scotland.
- Disputes can be submitted to the jurisdiction of the courts of Scotland or, where the customer lives in the UK.
- We try to avoid any disputes, so we deal with complaints in the following way: If a dispute occurs, customers should contact us to find a solution. We will aim to respond with an appropriate solution within 7 days.

### **Use of Al-Mahdi Dental Supplies Website**

- The content of the pages of the website is for the customer's general information and use only. It is subject to change without notice.

Clinician's name, signature and date of signature:

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- Neither us nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. The customer acknowledges that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- The customer's use of any information or materials on this website is entirely at the customer's own risk, for which we shall not be liable. It shall be the customer's own responsibility to ensure that any products, services, or information available through this website meet their specific requirements.

**Payment options:**

- By Credit or Debit Card
- By BACS

Payment on account (by invoice) is available for **businesses only** and on orders less than £500. Payment deadline is 30 days from the date of invoice.

**Bank Name:** Bank of Scotland

**Sort Code:** 80-22-60

**Account No:** 25104463

**Account Name:** Al-Mahdi Dental Supplies

Clinician's name, signature and date of signature:

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