

CASE SUBMISSION FORM

New case requests can be submitted to AQUIARRA® using this form along with submission of patient's upper and lower impressions, x-rays (OPG, CEPH), as well as intraoral and extraoral photos. Kindly e-mail above-mentioned requirements to aquiarra.aligners@gmail.com.

The subject of your e-mail should contain the following: NEW CASE_PATIENT NAME_PRC NUMBER OF ATTENDING DOCTOR.

Example: NEW CASE_JUAN DELA CRUZ_0012345

Basic Information

Doctor Name: _____

Contact Number: _____ PRC Number: _____

Email Address: _____

Shipping Address: _____

Patient Name: _____

Age: _____ Sex: Male Female Nationality: Native Foreigner

Primary Concern of Patient:

Treatment of Arches: Both Arches Upper Only Lower Only

Existing Condition of Patient

Upper Midline	Lower Midline	Canine Relation	Molar Relation
Centered <input type="checkbox"/>	Centered <input type="checkbox"/>	Class I <input type="checkbox"/> R <input type="checkbox"/> L	Class I <input type="checkbox"/> R <input type="checkbox"/> L
Shifted Right <input type="checkbox"/>	Shifted Right <input type="checkbox"/>	Class II <input type="checkbox"/> R <input type="checkbox"/> L	Class II <input type="checkbox"/> R <input type="checkbox"/> L
Shifted Left <input type="checkbox"/>	Shifted Left <input type="checkbox"/>	Class III <input type="checkbox"/> R <input type="checkbox"/> L	Class III <input type="checkbox"/> R <input type="checkbox"/> L

Bridges, Implants, Etc.

Upper																	
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"/>	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"/>	
Lower																	

Treatment Goals

Upper Midline	Lower Midline	Overjet	Overbite
Maintain <input type="checkbox"/>	Maintain <input type="checkbox"/>	Maintain <input type="checkbox"/>	Maintain <input type="checkbox"/>
Improve <input type="checkbox"/>	Improve <input type="checkbox"/>	Improve <input type="checkbox"/>	Improve <input type="checkbox"/>
Ideal <input type="checkbox"/>	Ideal <input type="checkbox"/>	Ideal <input type="checkbox"/>	Ideal <input type="checkbox"/>
Canine Relation	Molar Relation	Posterior Crossbite	Arch Form
Maintain <input type="checkbox"/> R <input type="checkbox"/> L	Maintain <input type="checkbox"/> R <input type="checkbox"/> L	Maintain <input type="checkbox"/>	Maintain <input type="checkbox"/>
Improve <input type="checkbox"/> R <input type="checkbox"/> L	Improve <input type="checkbox"/> R <input type="checkbox"/> L	Improve <input type="checkbox"/>	Improve <input type="checkbox"/>
Ideal <input type="checkbox"/> R <input type="checkbox"/> L	Ideal <input type="checkbox"/> R <input type="checkbox"/> L	Ideal <input type="checkbox"/>	Ideal <input type="checkbox"/>
Getting Space by	Proclination	IPR	Extraction
Leave space distal to <i>(in case of tooth size discrepancy)</i>	1's <input type="checkbox"/> 2's <input type="checkbox"/> 3's <input type="checkbox"/>	Equally around 2's <input type="checkbox"/>	Equally around 3's <input type="checkbox"/>
How to achieve A-P goals	IPR (3-6) <input type="checkbox"/>	Distalization <input type="checkbox"/>	Mesialization <input type="checkbox"/>

Other instructions:

Extraction

Upper																	
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"/>	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"/>	
Lower																	

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

Doctor's Signature Over Printed Name: _____ Date: _____

The following Terms and Conditions Agreement ("Agreement") constitutes a binding contract between you ("Doctor") and Exceldent Trading DBA Aquiarra, a registered company with its principal place of business at Unit 3 JL Building, F. Castillo St. cor. C. Aguinaldo St., Project 4, 1109 Quezon City, Philippines ("Aquiarra").

By submitting a Case Submission Form or Case Revision Form to Aquiarra and accepting delivery of products from Aquiarra, Doctor agrees to be bound by and accepts these terms and conditions. Doctor and Aquiarra may each be referred to herein as a "Party" or collectively as the "Parties".

1. Case Acceptance

Cases are accepted upon receipt if:

- The Case Submission or Revision Form is complete;
- The medical/orthodontic records (e.g., digital impressions, x-rays, intraoral and extraoral photos) are complete;
- The Doctor has approved the treatment plan and placed an order request in writing via SMS, e-mail or messaging apps such as Facebook Messenger, Viber, etc.; and
- There are no further special instructions that would require Doctor's explanation or decision.

The Doctor will receive an order confirmation e-mail from Aquiarra to confirm case acceptance. Cases that are not automatically accepted are not charged. Doctor will be contacted if this occurs.

2. Fees and Payment

- Digital design fee- covers smile evaluation, digital impression taking, and 3D treatment simulation, treatment plan (payment is due upon case submission)
- Revision fee- covers request for treatment design refinements (payment is due upon case revision request)
- Lab fee- covers production of aligner trays; costs may vary on a case-by-case basis, depending on patient's case and needs (payment is due upon case acceptance)
- Cancellation fee- covers charges for untimely case cancellations (payment is due upon order cancellation)

By submitting a case, the Doctor authorizes Aquiarra to charge the corresponding fees associated to the case procedures. The Doctor will be billed the amount of the current price for the products and services as of the order receipt date, factoring in any coupons or discounts (if applicable). Aquiarra reserves the right to change fees at any time. Credit is provided to the Doctor at sole discretion of Aquiarra, and can be withdrawn at any time.

3. Cancellation and Refunds

Note: Aquiarra begins manufacture upon Doctor's approval of treatment plan, or placement of the order of aligners or replacement aligners. Hence, Doctor will not incur any cancellation fee only if order cancellation is made before the delivery of the treatment plan.

An order for treatment will be cancelled and a cancellation fee will apply if any of the following occurs:

- An order is cancelled by the Doctor after delivery of the treatment plan

- For cases cancelled after delivery of the treatment Plan, but before Doctor's approval of the treatment Plan, Doctor will be charged a cancellation fee worth PHP 7,500.00.
- An order is cancelled by the Doctor after case acceptance or order confirmation
- An order has not been finalized by Doctor within 120 days from receipt at Aquiarra and Doctor has been advised of one or more missing or unacceptable mandatory requirements
- No feedback received from the Doctor within 120 days from the date of first treatment plan posting.

4. Shipment and Delivery

Doctor should receive the treatment plan for a case within 1 to 2 weeks of case submission. The first phase of aligners will be fabricated and shipped within 2 to 3 weeks of Doctor's approval of the treatment plan or order placement. Delivery dates are estimates. Aquiarra shall not be liable for any damages, losses or expenses incurred by Doctor if Aquiarra fails to meet the estimated delivery dates. Title to products shipped under this Agreement and risk of loss or damage during shipment pass from Aquiarra to Doctor upon delivery to the address specified by Doctor. Shipping of aligners and the records required for original case submissions within Metro Manila is included at no additional cost in the lab fee. Providers in other territories must shoulder the shipping fee per case.

5. Records

Doctor shall not submit original records to Aquiarra. Records submitted to Aquiarra become the property of Aquiarra and will not be returned to Doctor. Doctor shall obtain patient's informed consent for Doctor to provide such patient's medical records to Aquiarra as necessary for Doctor's treatment of the patient.

6. Doctor Representations

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

7. Warranties and Disclaimer

Aquiarra warrants that its products: (i) shall conform to the specifications provided by Doctor in the Case Submission Form and as contained in the treatment plan approved by the Doctor; and (ii) are free from defects in material and workmanship. Aquiarra shall not be liable for (i) any defects that are caused by neglect, misuse, or mistreatment of its products by any third party, (ii) for any products that have been altered or modified in any way by an individual or entity other than Aquiarra, or (iii) for any products being used in combination with other third party products. Moreover, Aquiarra 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 Aquiarra product fails to conform to the warranty set forth

above, Aquiarra's sole liability, at its option, shall be to: (i) repair or replace such product; or (ii) credit Doctor's account for such product. If Aquiarra 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 three (3) month full warranty period. EXCEPT AS SET FORTH ABOVE, AQUIARRA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY SPECIFIC PURPOSE. EXCEPT AS SET FORTH ABOVE, AQUIARRA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY SPECIFIC PURPOSE.

8. Limitations of Liability

IN NO EVENT SHALL AQUIARRA 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 AQUIARRA'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 AQUIARRA 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.

9. Indemnification

DOCTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS AQUIARRA 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 AQUIARRA 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 DOCTOR'S PATIENT TO AQUIARRA; OR (IV) AQUIARRA' PROVIDING OF OR FAILURE TO PROVIDE PRODUCTS TO DOCTOR, UNLESS THE PROVIDING OF OR FAILURE TO PROVIDE SUCH PRODUCTS WAS DUE TO AQUIARRA' WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The obligation of the Doctor to defend Aquiarra

against any Claim is separate and distinct from the obligation of indemnity set forth in this Agreement. Doctor has the right and obligation to assume the defense of any Claim with counsel chosen by Doctor and reasonably acceptable to Aquiarra provided that counsel to Aquiarra may participate in the defense of the Claim with counsel for Doctor, at the expense of Aquiarra. Doctor will not have the right to assume the defense of a Claim made against both Aquiarra and Doctor if counsel for Aquiarra advises in writing that a conflict in interest between Aquiarra and Doctor would under applicable ethical principles preclude a single counsel or firm from defending both parties.

10. Relationship of Parties

The Parties intend by this Agreement that Doctor is and at all times shall be an independent contractor and not the agent or employee of Aquiarra. Neither this Agreement nor any contract with Aquiarra 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 Aquiarra.

11. Advertising and Marketing

Aquiarra reserves the right to use Doctor's name in any advertising and marketing materials, provided that Doctor has the right to review such marketing materials before final publication or distribution.

12. Assignment

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

13. 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.

14. Entire Agreement and Amendment

This Agreement, the Aquiarra 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 the Parties hereto.

15. 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.

16. Force Majeure

Aquiarra 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 Aquiarra.

17. 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 or electronic mail, to Doctor at the address provided by Doctor.

18. Waiver

The failure of either 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 either 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.

19. Governing Law

All services, transactions and agreements and/or statements will be governed by the laws of the Philippines, or by the laws of the country or state the Doctor performs the treatments with Aquiarra products.