

Warranty/Privacy/HIPAA Policies

MARSUSA Limited Warranty

LIMITED WARRANTY/LIMITATION OF LIABILITY. MARSUSA Dental Lab ("the lab") warrants that all dental devices (a "device") are made according to your specification and approval in the belief that the device will be useful and **MAKES NO OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Subject to the return of a device that is placed and then fails, the lab will repair or replace the device without charge for the cost of materials and workmanship or refund the original price paid, at the lab's option, as follows: (1) porcelain to metal, all porcelain, all metal, single-unit inlay, onlay and crown composite resin final prosthetics (excluding mutually opposing implant-supported full arch bridges), milled implant bars, and screw-retained titanium or zirconia abutments (excluding abutments with angulations greater than 20 degrees), up to seven years; (2) composite resin bridges, five years; (3) Any other Crowns and Bridges up to two years; (4) dentures and partials including screw-retained dentures but excluding immediate dentures and partials up to one year if the failure is due to defects in materials or workmanship; (5) thermoformed appliances and splints if the failure is due to defects in materials or workmanship, provisionals, composite resin and inlay/onlay bridges, up to six months; (6) Any cosmetic appliances up to sixty days; (7) immediate dentures and partials, flippers, retainers, surgical and radiographic guides, and all other dental devices up to thirty days if the failure is due to defects in materials or workmanship. You agree to pay all other costs of adjustment, repair and replacement of a device. Except where prohibited by law, the lab **WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THE USE OF A DEVICE, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL,** regardless of the theory asserted, including warranty, contract, negligence or strict liability and if such disclaimer is not permitted by law, the duration of any implied warranty is limited to 90 days from the date of delivery. In the event of a dispute and absent an amicable resolution the parties mutually agree to waive class actions in favor of mandatory individual arbitration of claims under this limited warranty in and in accordance with the laws of Missouri. The lab does not guarantee the performance of independent carriers.

MARSUSA Privacy Policy

Thank you for visiting our web site and reviewing our privacy policy. We do not collect any personal information when you visit our web site unless you choose to provide that information. We do not request or collect any identifying personal information from dental patients on this web site. If information is downloaded or if the web site is simply browsed, we collect certain non-personal information by automatic operation through our site's web servers such as the internet

protocol (IP) address of the computer you are using and the date and time you access our web site. This information does not identify you. We use this information to help us improve the performance of the web site and the value of informational materials that we provide. Unless required for law enforcement or otherwise required by law, we do not disclose, give, sell, or transfer any information about visitors to our web site to others. We may employ software programs for security purposes to identify unauthorized attempts to upload or change information or cause damage to our web site. If you have any questions about your account or our web site and privacy policy, please contact our Customer Service Department. Your use of our web site constitutes your acknowledgement of and agreement with this privacy policy. We reserve the right to modify, alter, or update this privacy policy without notice at any time.

MARSUSA HIPAA Privacy Compliance Requirements

A business associate agreement is not required by the Privacy Rule for dental laboratory services that are customarily provided by our lab pursuant to your prescriptions. The U.S. Department of Health and Human Services drafted the Privacy Rule so that it would not interfere with the sharing of information among health care providers for the treatment of patients.¹ The Privacy Rule classifies dentists and the dental laboratories that fulfill dentists' work orders for prosthetics as health care providers.² Disclosures between you and the dental laboratory for the treatment activities that the lab provides are explicitly excepted from the business associate requirements of the Privacy Rule.³ You will be interested to know that, "the Office of Civil Rights, the Health and Human Services agency charged with HIPAA Privacy Rule enforcement provisions, said OCR agrees ...that dental laboratories are health care providers, so no Business Associate Agreement is required to share protected health information for treatment purposes" (ADA News, "ADA, NADL, OCR agree on status of I" May 5, 2003, Page 6). Even so, the lab does not receive patients' telephone numbers, addresses, birth dates, social security numbers, medical records or data directly identifying individuals' relatives, employers or household members ("Protected Health Information"). Names that clients provide are only used by the lab to help clients identify their cases and you can use an in-office coding system to identify cases if you wish. Examples of transactions that are covered by the HIPAA regulations can be found in the ADA News (see the March 17, 2003 issue, "Final HIPAA electronic health care transaction standards announced," Page 15). Additionally, you can call the ADA's HIPAA Hotline at 312-440-2899, ext.3, for a recorded message explaining that dental laboratories are not business associates and what transactions are covered. Although a business associate agreement is not required between you and the lab, we remain committed to safeguarding the confidentiality of our clients, and you can rest assured that no privileged doctor-patient confidential information will ever be disclosed without your authorization. We appreciate the opportunity to participate in the treatment of your patients. Thank you for using our lab's dental services.

1 See 67 Federal Register 53252

2 See 65 Federal Register 82568

3 See Privacy Rule 164.502 (e)(1)