

TERMS & CONDITIONS

Please Note that the services offered are subject to the following terms and conditions:

- 1- There are three packages, as below
 - ULTRA: Upto a maximum of 8 aligners or 3-4 months of treatment duration.
 - Non-Complex: Arch's are treated with upto 16 aligners or upto 12 months of treatment duration
 - Complex Cases: Extraction cases or cases with more than 16 aligners or treatment duration of above 12 months.
- 2- Aligners treatment depends upon the following
 - Treatment planning of the Doctor
 - Compliance of the patient. Patient needs to wear the aligners for 20-22 hours/day for optimal results. Failing to do so will lead to in- adequate results or ill- fitting as the teeth won't be moving as planned by the software
 - The Company's role is limited only to fabricate the appliance as per the details of specifications provided by the Doctor. Appliances are fabricated on the basis of aligners bio mechanics & tooth movements from the clear aligner therapy (response of which may vary from patient to patient). Under no circumstances the Company shall be liable towards the end-user i.e. the patient.
- 3- The 3D video provided is a simulation & treatment results may vary. The actual treatment plan is determined by the treating doctor. Orthodontic Solutions/ K Aligners is just the manufacturer/provider of the appliances which are fabricated as per the instructions/request received (in written or orally) from the treating doctor at time of case submission. The company takes no responsibility of direct patient follow-up.
- 4- Each aligner is to be worn for a period of 2 weeks (unless otherwise specified in written by the company). The doctor should inform the patient that wearing aligner for longer duration would lead to unwanted movements as the plastic loses its rigidity after 2 weeks and even though the aligner may fit but still teeth may relapse. Wearing aligners for lesser duration may also lead to unwanted movements. Under such circumstances, the case will go for rebooting and be charged accordingly.
- 5- Clear Aligners are Orthodontic Appliances. The company recommends that orthodontists be involved in the planning and follow-ups of the case for better results
- 6- In the event inadequate results due to misjudgment, wrong specifications, non-performance of IPR, wrong placement of attachments or any other iatrogenic errors by the Doctor or by the patient, rebooting or mid -course correction shall be charged extra each time in addition to the original Price. Inadequate results due to the above-mentioned reasons will not be covered in refinements and shall be charged as rebooting, separately. The Company will cover-up only for the manufacturing errors, if any.
- 7- Replacement due to loss or breakage of each aligners will be charged additionally.
- 8- Aligners are customized appliances and hence fabrication of refinement/new batch/reboot phase/replacement aligner will take a minimum of 21 days subject to force-majeure conditions.
- 9- For refinement phase both arch impressions+ images+ X-Rays will be required by the Company and the Doctor shall ensure the same for rebooting. Further any lost or broken aligners shall be duly returned or compensated by the Doctor.
- 10- All shipments are restricted only in territory of India. The company takes no responsibility for shipments outside India.
- 11- Treatment simulation is just an animated representation of the corrections as required by the Doctor. The results shown in the treatment simulation may require use of orthodontic braces & other auxiliaries in addition to clear aligners for desired results.
- 12- Ill -fitting appliances due to faulty impressions will not be the responsibility of Orthodontic solutions. If the client is not sure about his or her impressions given for the case, he/she can request for a trial aligner (which is provided only once upon request). Re-fabrication due to faulty impressions will be charged additionally.

- 13- One treatment simulation video is included in the package. In case the patient doesn't proceed with the case then INR 10,000/- will be charged for the same to the concerned Doctor. More than one treatment simulation (with altered treatment plan) will be charged @ INR 10,000/- in addition to the package amounts quoted above.
- 14- Doctor need to share the latest/ fresh impression within 15 days after the last set is worn by the patient to avoid rebooting charges. Rebooting charges are INR 1800/arch.
- 15- The Doctor will inform the company immediately about any issues as reported. The Company may ask for the appliances to be returned along with fresh impressions and images for assessment to be done which shall be duly complied by the Doctor.
- 16- The Doctor has to confirm the date of actual delivery to Patient of appliance received from the Company. Any issues arising due to late delivery of the appliance will not be the responsibility of K Aligners or Orthodontic Solutions(P) Ltd i.e. the Company.
- 17- The Doctor should report about refinement aligners within 15 days from the day the patient has completed his/her last aligners. Refinement in some complex cases may need accessories like buttons & elastics, micro implants or in few instances, even braces which shall be arranged by the Doctor.
- 18- Treatment simulation is just an animated representation of the corrections a dentist/Orthodontist has requested and final the treatment outcome is dependent on details provided by the Doctor only and it shall not be construed as the liability or responsibility of the Company.
- 19- The Doctor will inform the Company immediately about any issues as reported. The Company may ask for the appliances to be returned along with fresh impressions and images for assessment to be done which shall be duly complied by the Doctor.
- 20- In case of faulty impressions, repeat impressions will be charged additionally.
- 21- Timely and Complete Payments as per the Invoices between the Company and the Doctor is the essence of Delivery as well as Services to be provided by the Company. In case of any delay in Payments, the Company shall be fully entitled to recover the same at the sole risk and cost of the Doctor or the Client.
- 22- If a case is kept on hold or requested for cancellation after a treatment plan simulation is uploaded, Treatment plan charges @ INR 10,000+GST is payable to the Company.
- 23- If a case is put on hold or requested for cancellation after pickup of impressions, courier charges are to be paid @ INR 500+GST.
- 24- If a case is put on hold or requested for cancellation after starter aligners are shipped, charges are to be paid @ INR 1500+GST.
- 25- The Doctor should ensure that the patient is not allergic to any of the ingredients of the appliances or should not have parafunctional habits before placing the order. However due any of the above reasons if the appliances are damaged, Company will change the material and do the refabrication after payment of additional charges as applicable.
- 26- Timelines for delivery of the services are as follows:
 - a). Video simulation 4 to 7 working days from the day of receipt of the impression;
 - b). Modification 1 to 3 working days from the day of receipt of comments;
 - c). Aligner Ship 10 to 14 working days from the day of payment.
- 27- Any misrepresentation, non- disclosure or withholding of material facts by the Doctor will absolve the Company from all legal or any other consequences.

Terminology:

- **ULTRA-** Package with only upto a maximum of 8 aligners delivered at once. Treatment limited for minor malocclusions in anterior (canine to canine) region only
 - **Non-Complex-** Cases taking more than 3 months & less than 12 months
 - **Complex-** Extraction cases or cases taking 12 or more than 12 months of treatment time (excluding time for refinements)
 - **Refinement-** Phase to correct the minor correction left after the initial phase of aligner therapy.
 - **Reboot-** Re treatment of the case due to non-compliance from the patient or iatrogenic errors made by the clinician.
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