

MODERN DENTAL LABORATORY USA - GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to all orders placed with Modern Dental Laboratory USA, LLC (“Company”) by Customer:

1. Credit Policy. Initial credit limit is \$500, until credit is established. Credit can be established in Company’s sole discretion through the use of Customer’s credit application (New Account Form) or Customer’s history with Company. Any established credit may be revoked if Customer is past due.

2. Payment Terms. Customer will receive an invoice with every case delivered detailing the products and associated fees incurred. In addition, Customer will receive a monthly statement listing all outstanding invoices. All outstanding fees are due within 25 days of the statement date. A finance charge of \$50 per month will be assessed to any past due account or 2% per month; which ever is greater, if such finance charge violates any applicable laws, the maximum amount permitted by law. Any accounts not paid within 25 days of the statement date may be put on hold (and/or converted to a C.O.D. basis) and may be sent to collections. All cases and items sent remain the property of Company until Customer’s account is paid in full. Customer shall pay all costs of collection, including without limitation, collection agency and attorneys’ fees, incurred by Company. Payments may be made by check or credit card (Visa, MasterCard and Discover; Company does not accept American Express). A minimum of \$50.00 will be charged for all returned checks. All payments made by (or credits or discounts granted to) Customer while a past due balance exists shall be applied first to late charges and second to past due balances before being applied to current balances unless elected otherwise by Company.

3. Warranty.

a. **What is Covered.** Subject to the terms and conditions set forth below, Company offers a ten-year warranty on fixed restorations and a two-year warranty on removable restorations as follows: work is guaranteed to be free of defects due to materials and workmanship and the appliance is guaranteed to fit the provided model and to be constructed to the design requested on the prescription form. The warranty runs from date a restoration request is received by the Company.

b. **Exclusions.** The following shall not be covered by Company’s warranty: (i) cash refunds for custom-made restorations; (ii) costs incurred for removal or insertion; (iii) repairs resulting from accident, neglect, abuse, failure of supportive tooth structure or tissue structures, improper adjustments or dental hygiene; or (iv) restorations partially fabricated or completely fabricated by any lab other than Company.

c. **How the Warranty Works.** If during the applicable warranty period Customer experiences any problems with its restoration that are covered by the warranty as described herein, then Customer may elect to receive as follows: (i) Credit – within 30 days of request by Customer, a credit will be issued and applied to Customer’s account; or (ii) Remake/Repair during the warranty period, Company will remake or repair the restoration (provided that if Customer elects to change the materials for such restoration, the original cost of the restoration will be credited and the new costs invoiced). **No cash refunds will be issued.**

d. **Conditions.** In order for Customer to receive the benefits of the warranty, Customer agrees as follows: (i) Customer must provide Company with proof-of-purchase, including an invoice and patient name; (ii) the original dental restoration (including any damaged pieces) must be returned (to allow Company to maintain its ISO 9001 / 13485 quality certification); (iii) a \$50 return deposit will be invoiced until the restoration is returned (if the restoration is used as a temporary, Customer should return it and the \$50 will be credited); (iv) the restoration must be inserted by a licensed, practicing dentist; and (v) if the Company requests a new impression, but is instructed by Customer to proceed without the new impression, the warranty shall be null and void and any further remakes will be completed at full cost.

4. Safety and Quality Information. All products are manufactured using FDA 510k approved materials. All products, unless otherwise stated, are manufactured in Shenzhen, China. The manufacturing laboratory is ISO 13485:2003 certified by TUV SUD Gruppe, #Q2N060759559001, it is also FDA registered under #3004183712. Modern Dental Laboratory USA is FDA registered under # 3004016005.

5. Disclaimer; Limitation. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, INCONVENIENCE, LOST CHAIR TIME, COSTS INCURRED WHEN REMOVING OR INSERTING RESTORATIONS, LOST WAGES, PAIN AND SUFFERING, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED BY COMPANY HEREUNDER.

6. Customer Responsibility; No Liability to Patients. Customer shall supply Company in writing with all specifications and information reasonably required by Company to prepare the restoration requested by Customer. While Company reserves the right to request further specifications or information, it expressly disclaims any duty to do so and may rely entirely upon the original specifications and information provided by Customer without any duty of investigation. Customer shall be solely responsible for the accuracy of any such specifications or information. Customer shall indemnify, defend and hold Company and its officers, shareholders and directors, harmless from any and all claims, liabilities and damages arising by reason of treatment of any of Customer’s patients or the actual application, fit, alignment or ultimate use of any restoration prepared by Company hereunder. **IN NO EVENT SHALL COMPANY BE LIABLE TO ANY PATIENTS OF CUSTOMER FOR ANY DAMAGES RESULTING FROM ANY USE OF ANY RESTORATION OR OTHERWISE.**

7. Choice of Law; Venue; Attorneys’ Fees. This Agreement shall be governed by the laws of the State of Washington without regard to its conflicts of laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts in Seattle, Washington for all matters and actions arising under this Agreement. If any proceedings are required to enforce any provision or to remedy any breach of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys’ fees and costs.

Company reserves the right to revise these terms and conditions at any time and to refuse service for any reason.