

## 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 (“Modern”) by Client:

**1. Credit Policy.** Initial credit is limited to \$1,500, until credit is established. Credit can be established in Modern’s sole discretion through the use of Modern’s New Account Form or the Client’s history with Modern. Any established credit may be revoked if Client is past due.

**2. Payment Terms.** Client will receive an invoice with every case delivered detailing the products and associated fees incurred. Your obligation for payment begins on the date of shipment, and delivery is FOB Shipping point, freight prepaid (Incoterms 2010 - CPT). In addition, Client will receive a monthly statement listing all outstanding invoices. All outstanding fees are due within 25 days of the statement date. A finance charge will be assessed to any past due account of 1.5% per month, or 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. Client shall pay all costs of collection, including without limitation, collection agency and attorneys’ fees, incurred by Modern. Payments may be made by check or credit card. A fee of \$50.00 may be charged for all returned checks. All payments made by (or credits or discounts granted to) Client 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 Modern.

### **3. Warranty.**

**A. What is Covered.** Subject to the terms and conditions set forth below, Modern offers a five-year warranty on fixed restorations, a two-year warranty on removable restorations and a one-year warranty on sleep appliances 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 Modern.

**B. Exclusions.** The following shall not be covered by Modern’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 Modern.

**C. How the Warranty Works.** If during the applicable warranty period Client experiences any problems with its restoration that are covered by the warranty as described herein, then Client may elect to receive as follows: (i) Credit – within 30 days of request by Client, a credit will be issued and applied to Client’s account; or (ii) Remake/Repair during the warranty period, Modern will remake or repair the restoration (provided that if Client elects to change the materials for such restoration, the original cost of the restoration will be credited and the new costs invoiced).

**D. Conditions.** In order for Client to receive the benefits of the warranty, Client agrees as follows: (i) Client must provide Modern with proof-of-purchase, including an invoice and patient name; (ii) the original dental restoration (including any damaged pieces) must be returned; (iii) the restoration must be inserted by a licensed, practicing dentist; and (iv) if Modern requests a new impression, but is instructed by Client 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 manufactured in the United States, Hong Kong and China use FDA 510k approved materials. Modern Dental Laboratory, Shenzhen, China and Modern Dental Laboratory Hong Kong, are ISO 13485:2003 certified by TUV SUD Gruppe, #Q2N060759559001, it is also FDA registered under #3004183712.

**5. Disclaimer; Limitation.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, MODERN MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MODERN 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 MODERN HEREUNDER.

**6. Client Responsibility; No Liability to Patients.** Client shall supply Modern in writing with all specifications and information reasonably required by Modern to prepare the restoration requested by Client. While Modern 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 Client without any duty of investigation. Client shall be solely responsible for the accuracy of any such specifications or information. Client shall indemnify, defend and hold Modern and its officers, shareholders and directors, harmless from any and all claims, liabilities and damages arising by reason of treatment of any of Client’s patients or the actual application, fit, alignment or ultimate use of any restoration prepared by Modern hereunder. IN NO EVENT SHALL MODERN BE LIABLE TO ANY PATIENTS OF CLIENT 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 Michigan without regard to its conflicts of laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts in Detroit, Michigan 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.

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