

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE - All orders are subject to acceptance by the DentaleZ Integrated Solutions (hereinafter "Seller"). Acceptance by Seller is made on these terms and conditions, which constitute the final, complete and exclusive agreement between Buyer and Seller, except these terms and conditions shall not apply to the U.S. General Services Administration. No change in these terms and conditions shall be valid unless assented to in writing signed by the Seller. These terms and conditions may in some instances conflict with some of the terms and conditions specified by the Buyer. Therefore, acceptance of Buyer's order is made only on the express understanding and condition that insofar as the terms and conditions of this acceptance conflict with any terms and conditions of Buyer's order, or with any other communication from Buyer, the terms and conditions of this acceptance shall govern, irrespective of whether Buyer accepts these conditions by a written acknowledgment, by implication, or by acceptance and payment for goods ordered hereunder. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions of this acceptance. No addition to, deletion from or modification of any of the provisions of these terms and conditions of sale shall be binding upon Seller unless acknowledged and accepted by Seller in writing and signed by an officer of Seller. Any change made by Seller will be deemed accepted by Buyer unless within ten (10) days from notice of such change Buyer notifies Seller in writing of Buyer's exception to such change.

2. PRICES - Seller's prices shall be those in effect when Buyer's order is accepted by Seller. Seller's prices do not include applicable taxes. In addition to such prices, Buyer will pay all present and future foreign, federal, state and local taxes, including sales, use, delivery, port, property, excise and similar taxes applicable to the sale, purchase, transportation, delivery or use of the products. All prices are F.O.B. Bay Minette, Alabama, Chicago, Illinois, Lancaster, Pennsylvania, or Spearfish, South Dakota as applicable. In addition to the quoted prices, Buyer will also pay any special duties, switching, transfer, demurrage or similar charges. Seller will render an invoice to Buyer which shall be paid in full within thirty (30) days from the date thereof, unless otherwise specific on the invoice, and any amounts not paid within that thirty (30) day period will be deemed past due. Buyer will pay Seller a finance charge of one and one-half percent (1-1/2%) per month (or portion thereof) of all past due amounts. The minimum invoice is \$50.00. A \$10.00 service charge will be added to single orders of less than \$50.00. Seller reserves the right to require payment in advance, or otherwise modify credit terms. When partial shipments are made, payment shall become due in accordance with the designated terms upon submission of invoices therefor.

3. SECURITY INTEREST; DEFAULT - To secure payment of all amounts which are or may become due to Seller hereunder, Buyer hereby grants to Seller a security interest in the products and proceeds thereof until this purchase price for the same is paid and irrevocably authorizes Seller to execute and file financing statements on Buyer's behalf. If in the reasonable judgement of the Seller, the financial condition of Buyer at any time does not justify continuance of shipment on the terms of payment originally specified, or in the event Buyer makes an assignment for the benefit of creditors or any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller may require full or partial payment in advance or may cancel its acceptance of any order then outstanding.

4. CANCELLATION POLICY - Cancellation requests for standard products must be received by the seller within three days of the date on the order acknowledgement or prior to the date the products ship, whichever occurs first. Custom orders and orders that are expedited at buyer's request are non-cancellable and non-returnable. Custom orders are those that deviate from the seller's published product offering and to the extent applicable to products that are ordered with custom powder coat, custom surface treatments and/or other treatments such as multiple color combinations, personalization and/or custom colors. The seller may, in it's sole discretion, accept or reject any cancellation request by the buyer. The seller reserves the right to charge the buyer a cancellation or deviation fee of up to 25%.

5. TIME AND DELIVERY - Title, risk of loss or damage and other indicia of ownership shall pass to Buyer, subject to Seller's security interest, upon due tender of the products for delivery at the F.O.B. point which unless otherwise indicated is either Bay Minette, Alabama, Chicago, Illinois, Lancaster, Pennsylvania or Spearfish, South Dakota as applicable. Claims for shortage of product delivered must be made, in writing, within fifteen (15) days of receipt of shipment at destination or are automatically forfeited.

6. RETURNS - Returns of product must be authorized in writing by Seller and, when authorized, shall be subject to the conditions set out in Seller's return policy in the Catalog/Price List in effect at the time Buyer's order was accepted by Seller. Seller may refuse to issue credit for any unauthorized returns and may reship the returned goods to Buyer at Buyer's expense. All returned goods accepted by Seller are subject to a 15% restocking charge.

7. LIMITATION OF DAMAGES - In no event shall Seller be liable for loss of profit or use, incidental or consequential damages, or for any amount greater than the total amount paid by Buyer for the products, in any claim asserted by Buyer under any contract resulting herefrom. Seller shall not be liable for any damage or injury caused by the misuse or improper use of its products by the Buyer. In the event products are missing, defective or not in accordance with Buyer's order, Seller's sole liability shall be either to replace the products or to credit Buyer's account, provided Buyer has satisfied all conditions and obligations set out in Seller's return policy in the Catalog/Price List in effect at the time Buyer's order was accepted by Seller.

8. WARRANTIES - SELLER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, WITH REGARD TO THE PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND LENGTH OF SERVICE OF A PARTICULAR PRODUCT, except as set forth in Seller's Catalog/Price List in effect at the time Buyer's order was accepted by Seller.

9. INDEMNITY - Buyer agrees to defend, indemnify and hold harmless Seller and Seller's officers, directors, employees and agents from and against any and all claims, losses, liabilities, damages, demands, actions, causes of action, judgements, costs or expenses, including reasonable attorneys' fees, arising out of or resulting from any reformulation, manufacture, sale or resale of the products, and including any use of the products individually or in combination with other substances or products.

10. FORCE MAJEURE - The seller shall not be liable hereunder due to any cause beyond it's control, including but not limited to acts of God, acts of civil or military authority, wars, fire, strikes, lockouts, other labor disputes, embargos, riots, epidemics, quarantine restrictions, floods, earthquakes, accidents, sever weather; and inability to obtain material components, energy, manufacturing facilities or transportation. In the event of any such delay the delivery date or performance hereunder shall be extended for a reasonable period of time. The seller reserves the right to cancel without liability any order, of which the shipment is or may be delayed for more than 30 days by reason of any such cause. The seller reserves the right to allocate in it's sole discretion among customers or potential customers; or defer or delay the shipment of any product which is in short supply.

11. GOVERNING LAW - Any contract resulting herefrom and the performance of the parties hereunder, shall be construed in accordance with and be governed by the internal laws of the Commonwealth of Pennsylvania, and any contract resulting herefrom shall be deemed to be made in such Commonwealth. Buyer consents to the exclusive jurisdiction of the Courts of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania in any and all actions, disputes or controversies arising out of or relating to these terms and conditions or to any contract resulting herefrom. Buyer waives the right to jury trial and irrevocably consents to service of process by certified or registered mail, return receipt requested, mailed to Buyer's states address.

12. GENERAL TERMS - No delay or failure on the part of Seller in exercising any right or remedy hereunder, or under any contract resulting herefrom, and no partial or single exercise thereof, shall constitute a waiver of such right or remedy or any other right or remedy. Seller's right and remedies hereunder, or under any contract resulting herefrom are cumulative and not alternative. If any term hereof, or of any contract resulting herefrom, or the application thereof, shall be illegal, such illegality shall not affect any other term or condition thereof, and such terms and conditions shall continue in full force and effect. The terms and conditions contained herein or under any contract resulting herefrom, represent the entire understanding of the parties with respect to the subject matter herefrom and supersede and replace all prior proposals, negotiations, representations, specifications, correspondence, agreements and discussions with respect to the subject matter hereof. Notwithstanding the foregoing, all stenographic, typing, clerical or similar errors or omissions are subject to correction.

The terms and conditions hereof, and of any contract resulting herefrom, shall be binding upon the heirs, personal representatives, successors and permitted assigns, as appropriate of the parties. Buyer may not assign its rights or obligations hereunder, or under any contract resulting herefrom, without the prior written permission of Seller. Any action against Seller, in contract or tort or otherwise, arising out of or connected herewith, or with any contract resulting herefrom, or in any way related to or involving the products, must be commenced within one (1) year from the earlier of the date such cause of action arises or accrues; otherwise the same shall be forever barred, notwithstanding any statutory or common-law period of limitations to the contract. Furthermore, all claims and causes of action by, through or on behalf of Buyer or by others arising out of or connected herewith, or with any contract resulting herefrom, or in any way involving the products, shall expire and be forever barred as against Seller unless an action is commenced thereon against Seller within four (4) years after the date of any contract resulting herefrom.