

STANDARD TERMS & CONDITIONS

These standard terms and conditions ("Terms") shall apply to all contracts, agreements and Orders (as defined below) between Pan-Am Dental, Inc. ("Seller") and Buyer.

Acceptance of Orders - All Orders are subject to the approval of Seller and Seller reserves the right to refuse any Order for any or no reason. Requests for changes to or cancellations of Orders that have been accepted by Seller but for which work has not yet commenced must be made in writing and must be received by Seller prior to Seller's processing of the applicable Order and prior to the commencement of work on the Order. If a request for change to or cancellation of an Order is not timely received, payment for the full amount of the Order shall be due to Seller.

Payment - By placing an Order, Buyer and, if Buyer is a legal entity, Buyer's owner(s), partner(s), shareholder(s), member(s), and/or principal(s) agree to pay, and personally and irrevocably guarantee payment for, the Order pursuant to these Terms. Payment is due from Buyer within fifteen (15) days from the date of Seller's invoice ("Invoice"). Buyer's (a) failure to remit payment to Seller for any Order within fifteen (15) days of the Invoice, and/or (b) payment by a check which is refused or returned by a financial institution for lack of sufficient funds shall constitute a Default. The aggregate amount due to Seller by Buyer for all Orders that remain outstanding for more than fifteen (15) days of the Invoice date will be considered that Buyer's Past Due Amount. A late penalty charge of one and one-half percent (1 ½%) per month shall be due and owing on any Past Due Amount. A Default caused by a refused or returned check for Buyer's lack of sufficient funds will result in an additional thirty dollar (\$30.00) fee due to Seller.

Intent - Seller shall supply and Buyer shall purchase the Products in accordance with: (a) any quotation or offer of the Seller which is accepted by the Buyer; or (b) any order of the Buyer which is accepted by the Seller, subject in either case to these Terms which shall govern the Agreement (as defined below) to the exclusion of any other terms (insofar as they may be lawfully excluded) including, without limitation, any conditions, warranties and representations, written or oral, express or implied (whether by statute, regulation, common law or otherwise), even if contained in any of the Buyer's documents which purport to provide that the Buyer's terms will prevail. Buyer and Seller acknowledge and agree that these Terms shall supersede and control any inconsistent terms or conditions contained in any Order issued by Seller or made by Buyer. Seller hereby gives notice of its objection to any terms or conditions in any Order which are inconsistent with these Terms. In the event that Buyer's offer is expressly conditional upon Seller's adherence to Buyer's terms and conditions, then these Terms shall operate as a counteroffer, expressly conditioned upon the Buyer's acceptance of these Terms. These Terms set forth the only terms and conditions under which Seller will sell products to Buyer notwithstanding any conflicting term or condition contained in any Order, request for proposal, electronic communication (including but not limited to e-mail or web-based orders) or any other form submitted by Buyer (taken together, an "Order"). Buyer's written acceptance or the acceptance of any Products provided hereunder shall constitute Buyer's acceptance of these Terms and Buyer's relinquishment and waiver of any right to limit acceptance or object to these Terms under the Uniform Commercial Code or other applicable law. Any representations made by representatives, employees or agents of Seller inconsistent with these Terms shall not be binding on Seller, and Buyer shall not rely thereon. Receipt of, actual notice of, or constructive notice of these Terms by Buyer without written objection thereto within five (5) days shall constitute acceptance of these Terms. If Buyer so objects, Seller reserves the right to cancel any pending sale of Products to Buyer.

Product Specifications - No Reliance. Sales literature, price lists and other documents or descriptions issued by the Seller in relation to the Products, whether verbally or in writing, are issued or published for the sole purpose of giving an approximate idea of the Products described in them and are not intended to be relied upon as exact specifications. They are subject to alteration without notice. Any typographical, clerical or other errors or omissions in any sales literature, quotations, price lists, acceptances of offers, invoices or other documents or information issued by Seller shall be subject to correction without any liability on the part of the Seller. NO PRODUCT NAME, DESCRIPTION, DESIGN, PHOTO, ILLUSTRATION, SCHEMATIC, EXAMPLE, EXPLANATION, OR SUGGESTED USE OF ANY PRODUCT IN ANY WAY CONSTITUTES A PROMISE, GUARANTEE, OR OTHER FOUNDATION UPON WHICH BUYER OR ANY USER ("USER") MAY RELY WITH RESPECT TO THE PRODUCT'S SUITABILITY FOR SUCH USE OR ANY OTHER USE. ANY USER'S USE OF ANY PRODUCT BINDS SUCH USER TO THE TERMS CONTAINED HEREIN.

Prices - All prices are firm and are in U.S. dollars unless otherwise indicated. In the event Seller receives incomplete or inaccurate information from Buyer, Seller reserves the right to amend or correct prices quoted or previously agreed upon.

Shipping and Delivery - All Products sold to any Buyer shall be shipped via common carrier, F.O.B. Seller's facility. Any and all expenses and/or risk of loss for any damages incurred in the transportation of Product from Seller's facility shall be exclusively Buyer's responsibility. The delivery date is approximate only and time for delivery shall not be of the essence unless previously agreed by Seller in writing. If Seller delivers the Products at any time after the delivery date, Buyer shall not be entitled to refuse to take delivery of the Products and Seller shall have no liability for any loss or damage, whether direct, indirect or consequential, special or otherwise (including, without limitation, loss of profit or lost business) suffered by the Buyer in respect of such late delivery. Where the Products are to be delivered in installments, each delivery shall constitute a separate contract and failure by Seller to deliver any one or more of the installments in accordance with these Terms and the Agreement or any claim by Buyer in respect of any one or more installments shall not entitle Buyer to treat the Agreement as a whole as repudiated.

Seller's Remedies Upon Default - In addition to any and all other remedies Seller may seek upon Buyer's Default, Buyer shall pay (a) interest at the rate of 1.5% (one and one-half percent) per month of Buyer's total Past Due Amount, and (b) all costs of collection, including court fees, out-of-pocket expenses, and reasonable attorneys' fees of Seller. Seller has the right to suspend shipments to Buyer without penalty or liability upon any Default by Buyer on any Order. Seller reserves the right to refuse shipment of and/or cancel any pending Order(s) of any Buyer whose Default has not been cured.

Limited Warranty and Limitation of Liability - Remedy. Buyer acknowledges and agrees that any material manufacturer warranty, if any, passed on to Buyer by Seller shall be the exclusive liability of, and subject to the terms and conditions of, the material manufacturer issuing any such warranty, and not of Seller. Seller warrants that at the time of delivery, the Products are free from defects in manufacturing and workmanship. Seller's entire liability and Buyer's exclusive remedy for any and all losses and/or damages for any cause of action arising out of the Agreement, whether based on contract, negligence, or otherwise, with respect to such Product or delivery of such Product shall be limited, at Seller's option and in Seller's sole discretion, to (a) replacement of the nonconforming or defective Product, or (b) a credit to Buyer in an amount not to exceed the purchase price of such Product. In

no event shall Buyer be entitled to a cash refund. Any claim by Buyer shall be deemed to be waived unless made in writing, accompanied by a return to Seller of the Product at issue, within thirty (30) days of Buyer's receipt of such Product. Any one or more of the following circumstances shall void warranty coverage and any request for a remake or replacement under any such circumstance shall be upon payment by Buyer of all applicable charges: a request for a shade or product change from the original Order; Buyer approved the case and requested completion of the Order despite Seller's inquiry about the die, margin, or impression; Buyer requested completion of the Order despite Seller's request for or suggestion of a try-in; Buyer requested that Seller design the partial framework, but the patient did not accept the design; or Buyer fails to return to Seller the restoration and model work. Due to their temporary and delicate nature, there shall be no warranty coverage on the following appliances: Smile Temp, veneers, and immediate dentures.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT, SPECIAL OR INCIDENTAL DAMAGES OR EXPENSES WHATSOEVER WHICH MAY ARISE AS A RESULT OF THE AGREEMENT OR OTHERWISE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCT OR THE SERVICES, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS AND/OR SERVICES. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

IN NO EVENT, UNDER ANY CAUSE OF ACTION OF THEORY OF LIABILITY, SHALL SELLER BE LIABLE TO BUYER, ANY USER, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF THE USE OF, MISUSE OF, INABILITY TO USE, OR FAILURE OF PERFORMANCE OF ANY OF SELLER'S PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, BUYER AND ANY USER UNDERSTAND AND AGREE THAT SELLER IS NOT LIABLE FOR ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM SUCH PARTY'S USE OF THIS PRODUCT. THE USER OF THIS PRODUCT ASSUMES ALL RISKS OF DAMAGE OR INJURY TO HIMSELF/HERSELF AND ANY THIRD PARTIES THAT MAY ARISE FROM THE PRODUCT'S USE OR MISUSE, OR FROM AN INABILITY TO USE OR FAILURE OF PERFORMANCE OF THE PRODUCT. NOTWITHSTANDING ANY DAMAGES THAT USER MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE AGGREGATE LIABILITY OF SELLER SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY USER AND/OR BUYER, AS APPLICABLE, FOR THE PRODUCT GIVING RISE TO LIABILITY. IF ANY APPLICABLE JURISDICTION DOES NOT ALLOW ANY PART OF THIS LIMITATION OF DAMAGES, THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER SUCH JURISDICTION'S APPLICABLE LAW.

Survivability of Terms - Clauses contained herein or in any Order which expressly or by implication survive termination or cancellation of any Order or of the Agreement shall continue in full force and effect and termination, however caused, shall be without prejudice to any rights or liabilities of either party accrued at the date of termination.

Indemnification by Buyer - Buyer shall defend, indemnify, and hold harmless Seller and its directors, officers, employees, shareholders and agents from any claims, damages, or expenses, including reasonable attorneys' fees, arising or alleged to arise from (a) the use of the Products provided by Seller, (b) any asserted deficiencies or defects in the Products supplied hereunder caused by any alteration thereof made to the Products with or without Seller's consent, (c) Buyer's breach of any terms or conditions stated herein, or (d) any act or omission of Buyer; irrespective of whether such claim, damage or expense is caused, or alleged to be caused, in whole or in part by the joint, comparative, or several but not sole negligence or other breach of duty by Seller, or whether such claim, damage, or expense is asserted under a strict or other product liability theory or any other legal theory. The foregoing indemnification shall not be construed to eliminate or in any way reduce any other indemnification or right which Seller has by law.

Taxes and Duties - Prices quoted exclusively reflect the price of a given Product and do not include taxes or duties of any kind. Buyer shall pay all taxes, duties, and other governmental charges on, arising from, or related to any Product sold hereunder, imposed by any governmental authority (not including any taxes imposed on Seller's income), unless tax exemption certificates in a form satisfactory to Seller (in its sole discretion) are supplied by Buyer to Seller. If Seller in fact pays any such taxes and/or charges (other than taxes imposed on Seller's income), Buyer shall promptly reimburse Seller for the same.

Relationship of the Parties - Buyer and Seller's relationship is that of independent contractors. Nothing in the Agreement, nor any act or assistance given by either party to the other in performance of their respective obligations hereunder shall be construed to alter the independent contractor relationship, and nothing contained herein or in any related document shall be construed to place the parties in a relationship of partners, joint venturers, principal and agent, or employer and employee. Neither Buyer nor Seller is authorized to act on behalf of the other party, including without limitation, to enter into any contract on behalf of the other party without the express prior written consent of such other party.

Force Majeure - Buyer shall not be entitled to damages, and Seller shall not be liable for any delay in delivery or failure to deliver any or all of the Products if such delay or failure is caused by conditions beyond Seller's control, including, but not limited to: acts of nature; pandemics; governmental action or inaction or restraint; continuing domestic or international disturbances such as war or insurrections; strikes; fires; floods; work-stoppages; embargoes; unavailability of equipment; and/or lack of materials.

Severability - In the event any provision hereof is found to be invalid or unenforceable, Seller may elect to either (a) terminate the Agreement prior to full performance, or (b) consider the Agreement severable as to such provision(s) and such provision(s) shall thereafter be deemed deleted herefrom without affecting or impairing any other part hereof. If Seller elects to consider the Agreement severable, all other provisions of the Agreement shall remain in full force and effect as if the severed provision(s) had never been a part hereof.

Governing Law; Venue; Jurisdiction - The laws of the State of Georgia (without regard to its conflicts of laws principles) shall govern all matters arising out of or relating to these Terms, the Agreement, and any Order and/or transaction it contemplates, including without limitation its interpretation, construction, performance and enforcement. By accepting the Agreement, the parties consent to the exclusive jurisdiction, process service of, and venue in the federal and/or state courts (as applicable) located in Savannah, Georgia in the event of any suit arising out of or relating to the Agreement.

Complete Agreement; Amendments - The Terms, together with the terms on the face of any Order (excluding any boilerplate or terms and conditions inconsistent with the Terms contained herein), constitute the entire agreement (the "Agreement") between the parties with respect to the subject matter hereof, and no amendments, modifications of, or revisions to such agreement shall have any force or effect unless the same are in writing and executed by both parties hereto. No modification shall be effected by the acknowledgment or acceptance of any document containing different terms without such writing and mutual execution.

Assignment - Buyer may not assign, transfer or sell all or any of its rights or delegate all or any of its obligations hereunder without the prior written consent of Seller. Subject to these restrictions, the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Waiver - Failure of Seller to enforce any of the provisions and/or terms of the Agreement at any time, irrespective of any previous action or proceeding taken by Seller, shall in no way be considered to (a) constitute a waiver of such provisions, (b) affect the validity of the contract, or (c) preclude or prejudice the Seller from exercising its enforcement rights or any other rights it may have hereunder.

Buyer's Solvency - By placing an Order with Seller or by accepting any Product delivered by Seller, Buyer represents that it is not "insolvent" as that term is defined under applicable state and federal laws. In the event that Buyer becomes insolvent before delivery of the Product, Buyer shall immediately notify Seller. A failure to so notify Seller shall be considered an affirmation by Buyer of Buyer's solvency at the time of delivery.

www.PanAmDL.com

Phone: 866-726-2634 Fax: (912) 354-2052

541 East Liberty Street, Savannah GA. 31401