

TERMS AND CONDITIONS

The Terms and Conditions as set forth in this document constitute the agreement between Russellville Dental Lab, LLC, ("Company") and the customer set forth on the reverse or below ("Customer") on the date of signature. The Company and the Customer do hereby agree as follows:

PAYMENT TERMS Full payment, as set forth on the Company's current price sheet for all products, work, services or shipments requested by the Customer pursuant to each order placed by the Customer shall be due on the 10th day of the month following the month of invoice (Due 10th), regardless of when actually received by Customer. All remaining, unpaid balances existing past such date shall be considered past due.

Past Due Amounts. All past due balances incur and bear and the Customer agrees to pay a late charge equal to one and a half percent (1.5%) of any past due balance per month or portion thereof from and after the invoice date until the unpaid past due balance is paid in full. No late charges shall accrue during the first thirty (30) days from the date of the invoice (net 30 days). Unless elected otherwise by the Company, any promotional discounts will be void if the invoice total is not paid when due; and any and all future shipments to the Customer shall be on a C.O.D. basis only, as to the entire outstanding balance, until the Customer's entire outstanding balance is paid in full.

Payment Processing. All payments made by the 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 the Company.

Late Charges. All agreements between the Customer and the Company are expressly limited so that in no event whatsoever shall the amount of any late charge exceed the highest lawful rate permissible under applicable usury laws. If, for any circumstances whatsoever, any late charge hereunder shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable thereto, then the late charge shall be reduced to the limit of such validity, and if from any circumstances the Company shall ever receive an amount which might be otherwise deemed to be interest in excess of such limits, the same shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest. This provision shall control every other provision of all agreements between the Customer and the Company.

Deposits. For those work requests which are estimated to total more than \$2,000.00, the Company may require a deposit to be credited towards the customer's account before services are rendered.

METHOD OF SHIPMENT The Company shall, unless specified otherwise in writing by Customer, determine the method of shipping or transport. Customer shall be responsible for all shipping and transport costs, including, but not limited to, the payment and maintenance of any shipping or transport insurance. Customer shall bear all risk of loss or damage during shipping or transport.

CUSTOMER ORDERS All orders/requests for products, work, services or shipments requested by the Customer shall be made in writing pursuant to the forms made available by the Company for such purposes. The Customer shall supply the Company in writing with all specifications and information reasonably required by the Company to prepare the prostheses requested by the Customer. While the Company reserves the right to request, from time to time, further specifications or information, it expressly disclaims any duty to do so and may rely entirely upon the original specifications and information provided by the Customer without any duty of investigation. The Customer shall be solely responsible for the accuracy of any such specifications or information. Further, the Customer shall be responsible to inspect the products, work, services, or shipments requested by Customer, including, without limitation, all prostheses for proper application, fit, alignment and ultimate use.

CUSTOMER CREDIT CHECK Acceptance of the Terms and Conditions as set forth in this document grant the right of Russellville Dental Lab, LLC, to check the status of the Customer's credit with any or all of the three major credit reporting agencies if deemed necessary.

ERRORS, OMISSIONS OR MISTAKES Any and all discrepancies, shortages, claims, or incorrect shipments must be reported immediately to the Company by the Customer, and in no event later than ten (10) calendar days from the date of receipt. All notifications shall be made in writing and delivered to Company, provided, however, that Customer may notify Company orally, by telephone or otherwise, so long as it also contemporaneously prepares and delivers to Company a written record of such notification, and such oral notification shall be deemed effective as of the date made. Unless notification is made and delivered as set forth above, Customer shall be deemed to have inspected and accepted all products, work, services, or shipments of or by Company. The Company shall reasonably cure any discrepancies, shortages, claims, or incorrect shipments for which it may be responsible only if notified as set forth above. Discrepancies, shortages, claims, or incorrect shipments shall be handled as follows:

Company Errors. Errors, omissions, or mistakes made by the Company shall be corrected by Company at its own expense. Customer shall request a return authorization from Company which Company shall reasonably provide. The Company will not remake or otherwise remedy any prosthesis unless and until proper return authorization has been requested and provided. Upon obtaining a return authorization, the Customer shall promptly return any prosthesis in question, clearly and conspicuously identifying the same pursuant to the return authorization, or as otherwise directed by the Company. The Company shall, at its option, either remake or repair any prosthesis in question or give credit to Customer, in the invoice amount, for the prostheses in question returned to Company as set forth above.

Customer Errors. Errors, omissions or mistakes made by Customer may be corrected by the Company in its sole discretion; and, depending upon the nature of the case, at the expense of the Customer, provided, however, that it is the policy of the Company not to profit from the mistake of the Customer.

DISCLAIMER OF WARRANTIES

THE COMPANY AND THE CUSTOMER ACKNOWLEDGE THAT THE COMPANY HAS PREPARED THE SUBJECT PROSTHESES TO THE SPECIFICATIONS OF THE CUSTOMER AND THAT THE CUSTOMER IS SOLELY RESPONSIBLE FOR SUCH SPECIFICATIONS. THE COMPANY MAKES NO OTHER WARRANTIES AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED. THE CUSTOMER ACKNOWLEDGES THAT THE COMPANY IS NOT LICENSED TO PRACTICE DENTISTRY AND DOES NOT KNOW THE PARTICULAR CIRCUMSTANCE AND APPLICATION UNDER WHICH THE PROSTHESES ARE TO BE UTILIZED, AND, THEREFORE, THE COMPANY DOES NOT AND CANNOT WARRANT THAT THE PROSTHESES ARE FIT FOR ANY PARTICULAR PURPOSE OR THAT THE SAME IS IN ANY WAY MERCHANTABILITY.

LIMITATION OF LIABILITY

THE CUSTOMER FURTHER ACKNOWLEDGES THAT THE COMPANY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS THAT MAY BE OBTAINED BY USING THE PROSTHESES. THE CUSTOMER ACKNOWLEDGES THAT IN NO EVENT WILL THE COMPANY BE LIABLE TO ANY PARTY, INCLUDING, BUT NOT LIMITED TO PATIENTS OF THE CUSTOMER, FOR ANY DAMAGES RESULTING FROM ANY USE OF THE PROSTHESES OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER CLAIMED BY THE CUSTOMER, ANY PATIENT OF THE CUSTOMER, OR ANY OTHER PARTY. IN ADDITION, THE CUSTOMER UNDERSTANDS THAT NO PATIENT OF THE CUSTOMER, OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT, WILL BE CONSIDERED A THIRD-PARTY BENEFICIARY TO THIS AGREEMENT AND THAT NO SUCH PERSON WILL BE ABLE TO ENFORCE AGAINST THE COMPANY ANY REPRESENTATIONS OR WARRANTIES, IF ANY, MADE HEREIN OR BY THE CUSTOMER TO SUCH PATIENT.

INDEMNIFICATION To the fullest extent permitted by law, the Customer shall defend, indemnify and hold the Company and its principals, shareholders, directors, officers, employees, representatives, agents, successors and assigns, free and harmless from any and all claims, liabilities and damages, known and unknown, arising directly or indirectly from either the Company's performance pursuant to the Customer's orders/requests for products, work, services, or shipments, or otherwise by reason of the Customer's treatment of any patient or the actual application, fit, alignment or ultimate use of any prostheses prepared by Company hereunder, except as to claims arising from the Company's intentional misconduct or gross negligence. With the prior approval of the Customer, which approval shall not be unreasonably withheld, the Company and its principals, shareholders, directors, officers, employees, representatives, agents, successors and assigns may retain its/their own counsel to defend it/them in such action in which case the Customer shall pay for the reasonable costs and expenses of such counsel.

ENTIRE AGREEMENT/NON-WAIVER This Agreement shall be read in conjunction with the provisions set forth on the reverse hereof, which provisions (including name, description of products, work, services, or shipments, etc.) shall be incorporated herein, and all of which shall constitute the entire agreement between the parties hereto pertaining to the subject matter contained herein and therein and shall supersede all prior, and contemporaneous agreements, representations and understandings of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

SEVERABLE PROVISIONS Should any provision or portion of this Agreement be held or otherwise become unenforceable or invalid for any reason, the remaining provisions and portions of this Agreement shall be unaffected by such unenforceability or invalidity.

BINDING EFFECT This Agreement shall be binding on, and shall inure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, except as set forth herein, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-persons to any party to this Agreement, except as set forth herein, nor shall any provision give any third person any right of subrogation or action over against any party to this Agreement, except as set forth herein.

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