

OTTAWA DENTAL LABORATORY, LLC
TERMS AND CONDITIONS

1. **Complete Agreement.** These Terms and Conditions (“Terms”) are incorporated by reference and made an integral part of the Credit Terms, the Order, the Invoice, and the Statement. In these Terms, “Seller” means Ottawa Dental Laboratory, LLC, and “Buyer” means, collectively, the persons and entities listed on the Credit Terms, the Order, the Invoice, and the Statement, **including, specifically, the doctor, individually.** These Terms represent the final and complete agreement of the parties, and these Terms apply to all, including future, sales of goods and services by Seller, as far as not modified or excluded by express written agreement by an officer or the Vice President of Finance of Seller. Buyer is deemed to have accepted the Terms at each time he/she/it places an order with Seller or executes the Credit Terms or an Order with Seller. Buyer’s only opportunity to reject the Terms is to not place an order with Seller or send an Order to Seller. The forgoing provision applies despite Seller’s actual or constructive knowledge of existing contradictory terms and conditions.
2. **Order.**
 - a. Buyer shall send to Seller a prescription for the order of the Goods Buyer intends to purchase, on the prescription form provided to Buyer by Seller (the “Order”). The products to be manufactured and created by Seller pursuant to the Order shall be the “Goods”. Buyer shall include a dental mold with the Order. Buyer shall be responsible to Seller for ensuring the accuracy of the terms required by Buyer on any Order, and for giving Seller any necessary information relating to the Goods to enable Seller to perform these Terms. Seller shall either accept or reject the Order, in its sole discretion.
 - b. Seller’s employees or agents are not authorized to make any representations or warranties concerning the Goods, unless confirmed by an officer or the Vice President of Finance of Seller in writing. In entering into these Terms, Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations or warranties which are not so confirmed. Any advice or recommendation given by Seller, its employees, or its agents to Buyer, including advice as to storage, application, or use of the Goods, is followed or acted upon entirely at Buyer’s own risk, and, accordingly, Seller shall not be liable for any such advice or recommendation.
 - c. **THE PARTIES HERETO, INCLUDING THE INDIVIDUAL DENTIST, SHALL COMPLY WITH THE ILLINOIS DENTAL PRACTICE ACT AND ALL ORDERS SHALL COMPLY WITH THE ILLINOIS DENTAL PRACTICE ACT.** Pursuant to 225 ILCS 25/48 of the Illinois Dental Practice Act (“IDPA”) requires a licensed dentist who employs or engages services of a person, firm, or corporation to construct or repair a prosthetic appliance to furnish a written work order on a form approved by the Illinois Department of Financial and Professional Regulation (“Department”), which shall contain: (1) the name and address of the dental laboratory to which the prescription is directed; (2) the patient’s name or identification number (and if an identification number is used, the patient’s name shall be written upon the duplicate copy of the prescription retained by the dentist); (3) the date on which the prescription was written; (4) a description of the work to be done, including diagrams if necessary; (5) a specification of the type and quality of materials to be used; and (6) the signature of the dentist and the number of his or her license to practice dentistry. The dentist must retain a duplicate copy and Seller must retain the original prescription (i.e., Order) for inspection at any reasonable time

by the Department or its duly authorized agents for a period of three (3) years. 225 ILCS 25/48 of the IDPA also requires that if Seller receives a written prescription (i.e., Order) from a dentist, and Seller engages another dental laboratory ("Subcontractor") to perform some of the services relative to such prescription (i.e., Order), Seller shall furnish a written order with respect thereto on forms prescribed by the Department, which shall contain: (1) the name and address of the Subcontractor; (2) a number identifying the order with the original prescription, which number shall be endorsed on the prescription received from the dentist; (3) the date on which the order was written; (4) a description of the work to be done by the Subcontractor, including diagrams, if necessary; (5) a specification of the type and quality of materials to be used; (6) a signature of an agent of Seller; and (7) a copy of the order to the Subcontractor shall be furnished to the dentist. Seller shall retain a duplicate copy of the Subcontractor order, attached to the prescription received by the dentist (i.e., Order) for a period of three (3) years.

3. **Cancellation of Order.** NO ORDER MAY BE CANCELLED OR CHANGED BY BUYER, EXCEPT BY SELLER'S EXPRESS WRITTEN CONSENT. If Seller does not consent in writing to Buyer's cancellation of the Order, Buyer shall still be liable for the full payment of the Purchase Price, and shall continue to be subject to the late fees and interest provisions contained herein. If Buyer makes any voluntary arrangement with its creditors, becomes subject to an administration, goes into liquidation, an encumbrancer takes possession of assets, a receiver is appointed over Buyer, if Buyer ceases to or threatens to cease to carry on business, or Seller takes the reasonable view that any of the aforementioned events is likely to occur and notifies Buyer accordingly, then without prejudice to any other right or remedy available to it, Seller shall be entitled to cancel the Order without any liability to Buyer.
4. **Delivery.** Seller shall deliver the Goods to Buyer at Buyer's primary place of business or as specifically designated by Buyer notice to Seller. Seller shall not be liable to Buyer in any way for any delays in Goods availability or delivery, however caused. Seller shall have the right, in its sole discretion, to schedule and reschedule all delivery and pick-up dates. **SELLER SHALL NOT BE LIABLE, IN ANY WAY, TO BUYER FOR DELAYS IN EXPECTED DELIVERY DATES.** Any statements, written or oral, by Seller regarding delivery dates shall not be binding on Seller, and shall only constitute a non-binding estimate. Time for delivery or pick-up shall not be of the essence. Buyer is responsible for having an agent at the location for delivery of the Goods. In the case Buyer fails to have an agent at the location for delivery of the Goods on the delivery date, Seller may, in its sole option, still deliver the Goods, including, but not limited to, leaving such Goods outside Buyer's designated place of delivery or with a third party located in Buyer's general place of business, and Seller shall have no liability for such delivery without Buyer's agent present.
5. **Risk of Loss and Title to Goods.** Risk of loss or damage and title to the Goods shall pass to Buyer at the time of Seller's delivery of the Goods. In the event Buyer fails to have an agent present at the time of delivery, and Seller elects to still deliver the Goods (whether by leaving the Goods outside Buyer's designated place of delivery or with a third party located in Buyer's general place of business), risk of loss or damage and title to the Goods shall pass to Buyer at the time of Seller's delivery of the Goods.
6. **Nonconformity Claims.** Seller shall provide Buyer with an invoice of total costs under each Order for the Goods ("Invoice") with delivery of the Goods. Any claim for nonconformity of Goods or amount contained on the Invoice must be made to Seller in writing within fourteen (14) days of the date of

the delivery of the Goods (a “Claim”). A failure to provide Seller notice of the Claim within fourteen (14) days of the date of the delivery of the Goods shall constitute Buyer’s complete acceptance of the Goods in the amount and form delivered, and the total costs due for each Order. Should Buyer timely submit a Claim to Seller, Buyer shall give Seller reasonable access to inspect the Goods in order to remedy the Claim. A failure of Buyer to provide Seller reasonable access to the Goods shall constitute a waiver of the Claim, and Seller shall not be liable to Buyer for any nonconformity in the Goods.

7. Purchase Price and Payment.

- a. The “Purchase Price” shall be the sum of the price listed for the Goods and any applicable delivery charges, taxes, levies, or charges against the Goods on the Invoice. Seller’s standard price list is subject to change without notice.
- b. Seller shall provide Buyer a monthly statement, detailing all charges and amounts due and owed by Buyer to Seller for the applicable thirty (30) day billing cycle (“Statement”). All Statements are due and payable within thirty (30) days of the Statement date. The time of payment of the Statement shall be of the essence of these Terms.
- c. If Buyer fails to make any Statement payment when due hereunder, Seller shall be entitled, cumulatively, to all rights and remedies available to it, and, without limitation, the following rights and remedies:
 - i. All amounts due under the Statement shall be charged a late fee equal to two percent (2%) of the total amount due under the Statement per month, until payment in full of the Statement is received by Seller;
 - ii. All amounts due under the Statement shall bear interest at a rate equal to eighteen percent (18%) per year of the total amount due under the Statement, or the maximum rate of interest allowed under applicable law, whichever is greater, until payment in full of the Statement is received by Seller;
 - iii. Seller shall be entitled to apply any payments from Buyer in proportion to various Statements, to some Statement, to a single Statement, to some Goods, to a single Goods, or however Seller deems fit, in its sole discretion;
 - iv. Seller may decline to fulfill other Orders, or stop delivery on one or more current Orders;
 - v. Seller may require, in its sole discretion, other Orders or some or all future Orders be paid upon delivery pursuant to the amount stated on the Invoice;
 - vi. Seller may require, in its sole discretion, other Orders or some or all future Orders be paid by certified cashier’s check or cash; and
 - vii. **IN THE EVENT BUYER FAILS TO REMIT STATEMENT PAYMENT WHEN DUE PURSUANT TO THE TERMS HEREOF, IN ADDITIONAL TO ALL OTHER RIGHTS AND REMEDIES OF SELLER, WHICH SHALL BE CUMULATIVE, BUYER SHALL BE LIABLE TO SELLER FOR ALL COSTS OF COLLECTION, INCLUDING, BUT**

NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS. THIS FEE SHIFTING PROVISION IS IN ADDITION TO, AND NOT AN AMENDMENT OR RESTRICTION, OF THE ATTORNEY FEE PROVISION CONTAINED IN SECTION 11.j HEREOF.

- d. Notwithstanding this Section 7, in the event Buyer has not been approved pursuant to and executed Seller's then-current Credit Terms Agreement ("Credit Terms"), Seller may elect to bill Buyer in any manner, in Seller's sole discretion, including, but not limited to, requiring all Orders be paid upon delivery pursuant to the amount stated on the Invoice.
- 8. **Indemnification.** Once title to the Goods has transferred to Buyer, Buyer shall indemnify Seller against all loss, damages, costs, and expenses (including reasonable attorneys' fees and costs) arising out of any claim relating to or arising out of the Goods, including, specifically, any medical malpractice claims or other claims by Buyer's patients.
- 9. **DISCLAIMER OF ALL WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, WRITTEN, OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SUITABILITY.**
- 10. **LIMITATION ON LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ANY LIABILITY TO BUYER FOR ANY CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, PROPERTY DAMAGE, ALL DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR INCOME, LOSS OF TIME OR INCONVENIENCE, AND ANY AND ALL OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, FORESEEN OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SALE AND USE OF THE GOODS, INCLUDING, BUT NOT LIMITED TO, ADDITIONAL "CHAIR TIME". SELLER'S TOTAL LIABILITY TO BUYER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS LISTED ON THE INVOICE.**
- 11. **General.**
 - a. Buyer shall be solely responsible for complying with any laws, regulations, ordinances, or the like governing the Goods.
 - b. These Terms may be modified as against Buyer only upon reasonable advance written notice to Buyer.
 - c. These Terms, and the transactions contemplated or covered by these Terms, shall be governed by and construed in accordance with the laws of the State of Illinois.
 - d. Seller's failure to insist upon strict performance of these Terms shall not constitute of waiver of that or any other provision of these Terms or any of Seller's rights under these Terms, nor shall it constitute a waiver by Seller of any subsequent default by Buyer in the performance of the these Terms. No actual waiver by Seller of any default by Buyer in the performance of these Terms shall be considered a waiver of any subsequent default of the same or any other provision.

- e. If any provision of these Terms is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other terms, clauses, or provisions of these Terms shall not be affected thereby. If any competent authority determines that any fee provision herein, including, but not limited to, interest, is invalid or unenforceable, in whole or in part, due to the amount or for any other reason, then the court is hereby authorized and directed to make such modifications to these Terms as are necessary to render said provision(s) enforceable to the maximum extent permitted under applicable law, that being the intention of the parties hereto.
- f. Any dispute arising out of, under, or in connection with these Terms, or the transactions contemplated or covered by these Terms, shall be referred to, adjudicated, and settled exclusively in the Circuit Court of Cook County, Illinois, and all parties hereto consent to jurisdiction and venue in such court.
- g. Any notice required or permitted to be given by either party to the other under these Terms shall be in writing (whether by mail, overnight currier, fax, e-mail, or any other mode of communication in writing), addressed to the other party pursuant to the addresses listed on any documentation provided by the parties to each other.
- h. Buyer may not assign or transfer these Terms and the transactions contemplated or covered by these Terms, unless agreed to in writing by Seller. Seller may assign or transfer these Terms and the transactions contemplated or covered by these Terms upon notice to Buyer. These Terms and the transactions contemplated or covered by these Terms shall inure to the benefit of each party's permitted assigns, permitted transferees, legal representatives, heirs, and estates.
- i. Except for payment obligations, neither party shall be liable or be deemed to have defaulted under these Terms by reason of any delay in performing, or any failure to perform, any of the obligations under these Terms by reason of any cause beyond either party's reasonable control, including, but not limited, an act of God, fire, act of terrorism, war, civil commotion, insurrection, international sanctions or boycotts, sudden material shortages, import or export regulations or embargoes, power failure or breakdown in machinery, labor disputes of whatever nature (whether involving employees of Seller or Buyer, or employees of third parties').
- j. **ATTORNEYS' FEES. IN THE EVENT OF ANY CONTROVERSY CONCERNING THE ENFORCEMENT OR INTERPRETATION OF THESE TERMS, AND/OR THE TRANSACTIONS CONTEMPLATED BY OR COVERED BY THESE TERMS, THE PREVAILING PARTY IN ANY SUCH CONTROVERSY, WHETHER OR NOT SUIT OR OTHER PROCEEDINGS ARE ACTUALLY COMMENCED, SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ITS REASONABLE ATTORNEYS' FEES, CONSULTANTS' FEES, EXPERTS' FEES, AND OTHER COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH CONTROVERSY.**

12. Guaranty. The parties acknowledge that the Order is a medical prescription, and as such, the dentist, individually, submits the Order. The dentist and Buyer are parties to these Terms. The dentist, individually, personally guarantees all Orders, Statements, and all other amounts due from the dentist and Buyer to Seller, including, but not limited to, the late fees, interest fees, and attorneys' fees and costs contained in Sections 7.c and 11.j.