

## GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to all orders placed with Pan-Am Dental Laboratory, LLC ("Pan-Am") by Client:

1. **Credit Policy.** Initial credit is limited to \$2,500, until credit is established. Credit can be established in Pan-Am's sole discretion through the use of Pan-Am's New Account Form or the Client's history with Pan-Am. Any established credit may be revoked if Client is past due.
2. **Payment Terms.** Client will receive an invoice via email for every case delivered detailing the products and associated fees incurred. Your obligation for payment begins on the date of the 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 15 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 15 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 Pan-Am. 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 Pan-Am.
3. **Safety and Quality Information.** All applicable products manufactured use FDA 510K Cleared Materials. Pan-Am Dental Laboratory is FDA registered under #3004711948.
4. **Disclaimer; Limitation.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, PAN-AM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PAN-AM 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 PAN-AM HEREUNDER.
5. **Client Responsibility; No Liability to Patients.** Client shall supply Pan-Am in writing with all specifications and information reasonably required by Pan-Am to prepare the restoration requested by Client. While Pan-Am 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 Pan-Am 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 Pan-Am hereunder. IN NO EVENT SHALL PAN-AM BE LIABLE TO ANY PATIENTS OF CLIENT FOR ANY DAMAGES RESULTING FROM ANY USE OF ANY RESTORATION OR OTHERWISE.
6. **Choice of Law; Venue; Attorneys' Fees.** This Agreement shall be governed by the laws of the State of Georgia without regard to its conflicts of laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts in Savannah, GA 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.

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