

# DENT INSTRUMENTS, INC.

## TERMS AND CONDITIONS OF SALE

### WARRANTY STATEMENT

All orders placed with Seller, DENT Instruments, Inc. ("DENT") are subject to these terms and conditions and all additional terms and conditions presented on or accompanying a DENT Quotation or Order Acknowledgment. DENT specifically rejects all inconsistent or additional provisions in Buyer's ("CUSTOMER") printed forms.

- 1. ORDERS.** All orders are subject to acceptance by DENT at DENT's home office, in its sole discretion, even if taken elsewhere by a salesperson, selling agent or representative. After acceptance of CUSTOMER's order, DENT will be paid at its standard rates for any agreed to changes including any changes in drawings, designs, specifications and shipment or Service dates.
- 2. PRICE.** Unless otherwise stated, the price is for Product only and does not include Services. Errors or omissions in price are subject to correction. Prices quoted will remain open for 30 days from Quotation date. Freight, customs fees, duties, freight forwarder fees, consular fees, and taxes however designated and all other costs after shipment are for CUSTOMER's account. DENT will bill CUSTOMER for applicable taxes unless an exemption certificate is provided by CUSTOMER.
- 3. PAYMENT.** Upon approved credit, terms of payment are 30 days from date of invoice. Invoices will be rendered as shipments are made. Late charges of 3% or the maximum permitted by law, per month, on outstanding balances may be charged. CUSTOMERs without established Net 30 Terms must prepay by credit card, wire transfer or ACH payment prior to order shipping.
- 4. SHIPMENT/SERVICE.** Shipment and service dates are estimated in good faith but are not guaranteed by DENT. After an order is accepted, shipment and services dates may not be changed by CUSTOMER without DENT's written consent. DENT will not be held liable for any late delivery charges. Shipments will be made F.O.B. DENT's shipping point. Orders may be tendered in partial shipments.
- 5. TITLE, RISK OF LOSS AND INSURANCE.** Title, risk of loss and insurance responsibilities pass to CUSTOMER upon delivery of products by DENT to a shipping agent or carrier.
- 6. CANCELLATION.** If CUSTOMER cancels an order in whole or in part, CUSTOMER agrees to pay for all services and work in process for the portion canceled including a cancellation fee. Seller reserves the right to cancel an accepted order in whole or in part if, in DENT's judgment, CUSTOMER's financial condition does not justify the terms of payment specified.
- 7. INSPECTION.** DENT will inspect products prior to shipment in accordance with its normal practices. DENT reserves the right to charge for other inspections or tests requested by CUSTOMER.
- 8. LICENSES AND PERMITS.** It is CUSTOMER's responsibility to procure export licenses and comply with U.S. export regulations if CUSTOMER intends to export or re-export products.
- 9. PACKING.** Products will be packed or packaged for U.S./International shipment in accordance with standard commercial practices. DENT will charge a reasonable fee for packing and/or packaging for export shipment or to comply with CUSTOMER's instructions.
- 10. TECHNICAL DATA.** All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, computer software and all parts thereof, and all other information, technical or otherwise which was developed, made or supplied by DENT in the production of any product or the performance of any service sold, rendered or licensed hereunder will be and remain the sole property of DENT.

CUSTOMER agrees that DENT software and firmware products, or software or firmware in DENT's products is hereby licensed (not sold) subject to the terms set forth in this Article 10 and contains information and trade secrets proprietary to or licensed to DENT. No change, modification, defacement, or reproduction of such product or disclosure of programming content of DENT is permitted. Software and firmware are unpublished and any copyright notices placed thereon will not be deemed to constitute publication. CUSTOMER agrees to pass on all terms of DENT's software and firmware licenses to the ultimate user.

- 11. INFRINGEMENT.** DENT will hold CUSTOMER harmless from any loss, damage or expense (including reasonable attorney fees) resulting from infringement of U.S. Patents, trademarks or copyrights in connection with the purchase or use of DENT designed products. If CUSTOMER is prevented from using any product by injunction or court order because of such infringement, DENT will, at its own expense and election, either: (a) obtain the right for CUSTOMER to continue using the product; (b) replace the product with a non-infringing product; (c) modify the product to make it non-infringing; or (d) grant CUSTOMER a credit for the product in accordance with DENT's depreciation policy. DENT will solely control and defend or settle, at its option, any action or suit for which it is responsible hereunder. CUSTOMER must promptly notify DENT of any claim of infringement for which DENT is responsible and cooperate fully in the defense of any such claim.

DENT has no obligation or liability under this Article for any claim based on: (a) use of the product with equipment or devices not designed by DENT; (b) use of the product in a manner other than for which it was intended; (c) modification of the product;

or (d) DENT's adherence to CUSTOMER's instructions or directions, in which case CUSTOMER will hold Seller harmless from any loss, damage or expense (including reasonable attorney fees.)

**12. MINIMUM BILLING.** There is no minimum billing on Standard orders. Repair and labor charges will be billed at a minimum of U.S. \$100.00.

**13. HAZARDOUS/TOXIC MATERIAL.** DENT will provide CUSTOMER with a Material Safety Data Sheet when required by Federal or State law on any product or service furnished hereunder.

**14. PRODUCT RETURN.** Products may not be returned without prior authorization. Customer must contact DENT to obtain a Returned Material Authorization Number ("RMA"). Once a RMA number is issued the product must be received within 60 days of the RMA issue date. All returns must be delivered to DENT with the assigned RMA number visible on the outside of the package. RMAs returned past the 60 day time period will be rejected and returned to the CUSTOMER unopened. Transportation charges are paid by the CUSTOMER. CUSTOMERS have 30 days from invoice date to request an RMA. RMAs requested after 30 days will not be accepted except in the case of a defective product. Please see ***DENT INSTRUMENTS' WARRANTY STATEMENT*** below. Once items are received, they are subject to an inspection prior to any issuances of credit. If an issuance of a credit is deemed appropriate, the CUSTOMER will receive an email with a copy of the Credit Memo attached. Credit Memos expire one year from issue date. Standard products in an unopened, unused and saleable condition are eligible for a refund less a 20% restocking fee. If the returned product(s) have been modified, damaged, or installed, DENT cannot accept the return for credit. No cash or credit card refunds will be given on products that are not in saleable condition.

**15. CUSTOM ORDERS.** On occasion, DENT will design and build a product to a specific CUSTOMER's specification. In these cases, a signed DENT NON-CANCELABLE/NON-RETURNABLE PARTS PURCHASE ORDER AGREEMENT ("NC/NR") is required to be signed.

**16. NON-CANCELABLE/NON-RETURNABLE PARTS PURCHASE ORDER AGREEMENT.** If DENT Instruments Non-Cancelable/Non-Returnable Parts Purchase Order Agreement ("NC/NR") was signed, terms and conditions of the NCNR agreement apply as follows. The items ordered under the NC/NR may not be cancelled, rescheduled or modified without our prior written consent, and none of the items may be returned to us for any reason except in accordance with any applicable warranty. Any warranty that would ordinarily apply to the NC/NR products will not be affected by this Agreement. If your order does not specify a delivery date, you agree to accept delivery of the items within 30 days of DENT Instruments having acquired them to fill your order. If a final delivery date is specified, you agree to accept delivery of the entire quantity of products on or before that date or as soon thereafter as we are able to deliver such products. A final delivery date is not to be construed as an expiration date for this Agreement or for your obligation to accept the NC/NR products.

# DENT INSTRUMENTS, INC.

## WARRANTY STATEMENT

DENT Instruments, Inc. promises buyer that any product sold by DENT Instruments, Inc. shall be free from material defects in design, materials, or manufacturing for the period shown on the current product documentation for that product beginning from the manufacture date; provided, however, that the warranty shall not extend to ordinary wear and tear, or to normally replaceable components (e.g., batteries). During the warranty period, DENT Instruments, Inc. may repair or replace (at its sole discretion) any product suffering from a warranty defect and returned freight prepaid by buyer, with no charge to buyer for any warranty repair or replacement. The warranty shall remain in full force and effect for said period, provided that the product: (1) was installed, operated, and maintained properly; (2) has not been abused or misused; (3) has not been repaired, altered, or modified outside of DENT Instruments' authorized facilities; (4) has not been sold subject to other warranty terms specified at the time of sale. This warranty provides specific legal rights that may be varied by local laws.

### **ELITEpro Series and Accessories**

Seller warrants to Buyer that ELITEpro Series products and accessories or services are free from substantial defect in material and workmanship under normal use given prior installation and maintenance for the period of 1 year (12 months) after delivery.

### **PowerScout Series Instruments and Accessories**

Seller warrants to Buyer that PowerScout Series instruments and accessories or services are free from substantial defect in material and workmanship under normal use given prior installation and maintenance for the period of 5 years (60 months) after delivery.

### **SMARTlogger TOU Series and Accessories**

Seller warrants to Buyer that SMARTlogger TOU series products and accessories or services are free from substantial defect in material and workmanship under normal use given prior installation and maintenance for the period of 3 years (36 months) after delivery.

### **RōCoil TCA-5**

Seller warrants to Buyer that RōCoil TCA-5 products and accessories or services are free from substantial defect in material and workmanship under normal use given prior installation and maintenance for the period of 1 year (12 months) after delivery.

### **Current Transformers**

Seller warrants to Buyer that Current Transformer products or services are free from substantial defect in material and workmanship under normal use given prior installation and maintenance for the period of 1 year (12 months) after delivery.

Buyer will promptly notify Seller of any defect in the product or service. Seller or its agent will have the right to inspect the product or workmanship on Buyer's premises. Seller has the option to: (a) repair, replace or service at its factory or on Buyer's premises the product or workmanship found to be defective; or (b) credit Buyer for the product or service in accordance with Seller's depreciation policy. Refurbished material may be used to repair or replace the product. Products returned to Seller for repair, replacement or credit will be shipped prepaid by Buyer.

### **LIMITATION OF WARRANTY**

CORRECTION OF DEFECTS BY REPAIR, REPLACEMENT, SERVICE OR CREDIT WILL BE AT SELLER'S OPTION AND CONSTITUTE FULFILLMENT OF ALL OBLIGATIONS TO BUYER FOR BREACH OF WARRANTY.

- A. Seller assumes no warranty liability with respect to defects in the product caused by: (a) modification, repair, installation, operation or maintenance of the product by anyone other than Seller or its agent, except as described in Seller's documentation; or (b) the negligent or other improper use of the product.
- B. Other manufacturers' equipment purchased by Seller and resold to Buyer will be limited to that manufacturers' warranty. Seller assumes no warranty liability for other manufacturers' equipment furnished by Buyer.
- C. No agent, distributor, or representative is authorized to make any warranties on behalf of Seller or to assume for Seller any other liability in connection with any Seller product or service.

**DISCLAIMER OF WARRANTY**

Buyer understands and agrees as follows:

THE ABOVE WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, & ALL OTHER OBLIGATIONS OR LIABILITIES OF SELLER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER. THE FOREGOING WILL BE THE SOLE AND EXCLUSIVE REMEDY WHETHER IN CONTRACT, TORT, OR OTHERWISE, & SELLER WILL NOT BE LIABLE FOR INJURIES OR DAMAGES CAUSED BY THE GROSS NEGLIGENCE OF SELLER. THIS LIMITATION APPLIES TO ALL SERVICES AND PRODUCTS DURING AND AFTER THE WARRANTY PERIOD.

**LIMITATION OF REMEDIES**

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

**GENERAL PROVISIONS**

- A. Seller reserves the right to subcontract any obligation hereunder.
- B. No waiver will be valid unless in writing and no waiver granted will release Buyer from subsequent strict compliance herewith.
- C. Seller is not liable for failure or delay in fulfilling its obligations under these Terms and Conditions due to causes beyond its reasonable control.
- D. The laws of the State of Oregon, U.S.A. will apply to all transactions hereunder. Any action hereunder will be brought in Deschutes County, in the State of Oregon, U.S.A. Any claim, except for nonpayment, will be brought within one year of product shipment or completion of services and Buyer will be liable for any collection costs or attorney fees.
- E. Claims for non-conforming orders must be submitted within 30 days from shipment date.
- F. These Terms & Conditions together with Seller's Order Acknowledgment constitute the entire agreement between the parties with respect to the subject matter hereof & supersede any prior or contemporaneous agreement or representation written or oral. Any amendment hereto must be written and signed by Seller.