

## PURCHASE ORDER TERMS AND CONDITIONS

PURCHASE ORDER NUMBER must appear on all invoices, shipping papers and packages.

PRICES must not be changed without Buyers written authorization. Seller warrants that the prices for the goods ordered hereunder are not less favorable than those currently extended to any other customer for the same or similar quantities. In the event that Seller reduces its price for such goods prior to delivery, Seller agrees to reduce the prices of the goods ordered hereunder accordingly.

INVOICES must be rendered in duplicate.

QUANTITIES. Shipments must equal exact quantities ordered unless agreed to in writing.

DELIVERY. Time is of the essence of this order and if delivery is not affected by the date required, the Buyer reserves the right to cancel.

DISCOUNTS. Discount time will be computed from the date of delivery, or from the date correct invoices are received, whichever is later.

INSPECTION. All supplies purchased hereunder are subject to inspection and rejection upon receipt of Ivoclar Vivadent. Rejected goods may be returned and charged back, including all transportation and handling charges, unless otherwise agreed to by Buyer. Acceptance or rejection of the goods shall be made as promptly as practicable after delivery, except as otherwise provided in this order. However, failure to inspect and accept or reject goods shall not relieve the Seller from responsibility for compliance with order requirements nor impose liability on Buyer. Payment shall not constitute final acceptance. No replacement of defective goods shall be made unless specified in writing by Buyer. Buyer may reject and return any portion of any shipment of goods under this Purchase Order which may be defective or fail to comply with applicable specifications, drawings, samples or descriptions without invalidating the remainder of the order.

**EQUAL EMPLOYMENT OPPORTUNITY.** Vendor certifies by acceptance of this agreement that to the extent applicable, it complies with the equal opportunity, affirmative action, and employee notice requirements specified in the Equal Opportunity Clauses at 41 CFR 60-1.4, the veteran reporting requirements at 41 CFR 60-300.10, and the Employee Notice Clause at 29 CFR 471 Appendix A to Subpart A. Also to the extent applicable, **this contractor and subcontractor shall abide by the requirements of 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

**EMPLOYMENT IMMIGRATION COMPLIANCE.** This Purchase Order is subject to the Immigration and Nationality Act (INA), as amended by the Immigration Reform and Control Act of 1986 (IRCA), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), and any successor statutes thereto. In connection with the execution of this Purchase Order, Seller hereby represents, warrants, and covenants that Seller has complied, and will continue to comply, in all respects, with all U.S. immigration laws, statutes, rules, codes, orders, and regulations, including the employment eligibility verification requirements set forth in the IRCA.

INDEMNIFICATIONS. If any claim is made or threatened, whether by legal proceedings or otherwise against the Buyer, its customers or agents, by a third party based on a right claimed under letters patent, copyright, breach of confidence or any other similar right or claim by which such third party attempts to prevent or interfere with the free use and disposal of the goods or any part thereof; Seller agrees that it will, at its sole cost and expense, defend against any such claim or threat and pay all damages and costs awarded in any suit or proceeding brought against Buyer, its customers or agents, provided, (i) Seller is promptly notified of the commencement of any such threat, suit or proceeding, (ii) Seller's indemnity as to use applies only where infringement occurs from the normal use for which such goods are designed. Buyer may, at its option, be represented in any such suit or proceeding. If the sales or use of any of the Goods or any part thereof is held in any such suit or proceeding to constitute an infringement and is enjoined, Seller at its sole expense shall either, (i) procure for Buyer and its customers the right to sell and use the Goods, (ii) replace the Goods with substantially equal but non-infringing goods or equipment, or (iii) modify the Goods so as to make them substantially equal but non-infringing, or (iv) remove the Goods and refund the purchase price and transportation and installation costs thereof. The foregoing indemnity shall also apply to any claim by a third party that the goods ordered pursuant to this Purchase Order caused death or injury to any person, or damage to any property.

DRAWINGS, TOOLS, ETC. all drawings, prints, dies, patterns, tools, and similar items furnished by Buyer in connection with this Purchase Order shall remain the Buyer's property and are to be returned to it on delivery of the Product. Any of said items which are produced or furnished by Seller shall become Buyer's property and delivered to it with the Product. If this Purchase Order expressly provides such items are not included in the price and are to remain Seller's property, Buyer shall have the option to purchase same at Seller's cost. All changes in said items due to Buyer's change of design or specifications shall be at Buyer's expense.

If the product is manufactured to drawings or blueprints furnished by Buyer the design shall be deemed to be Buyer's proprietary property and Seller will not furnish to any third party the same Product or parts thereof without Buyer's written permission.

Whenever Seller shall by virtue hereof have in its possession property of the Buyer, Seller shall be deemed an insurer thereof and shall be responsible for its safe return to Buyer.

ACCEPTANCE. Seller may indicate acceptance of this Purchase Order and all terms and conditions hereof by acknowledging the same within ten (10) days of the date of this Purchase Order, or by commencing performance of this Purchase Order. Terms and conditions different from or in addition to those set forth herein, including any contained in Seller's acknowledgment hereof shall not be binding on Buyer unless accepted in writing by Buyer, and Buyer hereby objects to and rejects all terms and conditions not so accepted. All specifications, drawings, instructions, designs and data (collectively, the "Specifications"), and all schedules furnished to Seller in connection with this Purchase Order are hereby made a part of this Purchase Order.

WARRANTIES. Seller warrants to Buyer and Buyer's customers that the goods covered by this Purchase Order will conform to the applicable Specifications and any descriptive literature of Seller with respect to the goods, will be merchantable, of good material and workmanship, free from defects, and will be fit and sufficient for the purpose intended. Seller warrants that such goods will conform to any statements made on the containers or labels or advertisements for such goods, and that the goods will be adequately contained, packaged, marked and labeled. These warranties shall be in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of the goods shall not constitute a waiver of any breach of said warranty.

INSPECTION. Seller shall maintain an inspection and quality control system reasonably acceptable to Buyer. Seller will work within, and make such necessary inspection to assure, tolerances and limitations specified in the Specifications, and shall make such tests as are necessary to assure compliance with the Specifications, unless deviation therefrom is authorized by Buyer in writing. Buyer may inspect and test material, work in progress, and goods at all times and places during manufacture. If inspection and tests are made on Seller's premises, Seller, without additional charge to Buyer, shall provide reasonable facilities and assistance for the safety and convenience of Buyer's inspectors in performing the inspection. Such inspections shall be conducted so as not to unduly delay Seller's work. Notwithstanding any previous inspection, all shipments shall be subject to final inspection by Buyer after delivery of the finished goods to Buyer.

DEFAULT. If Seller fails to perform as specified herein, Buyer reserves the right, upon written notice to Seller, to (i) cancel this Purchase Order in whole or in part, and Seller shall be liable to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly resulting from Seller's breach, or (ii) obtain the goods from another source with any excess cost resulting therefrom chargeable to Seller. The remedies provided above are cumulative and in addition to any other legal remedies.

RISK OF LOSS. Delivery shall not be complete until the goods have actually been delivered to and accepted by Buyer, notwithstanding any agreement to pay freight or other transportation charges. The risk of loss or damage in transit shall be upon the Seller.

CHANGES. Changes may be made in Specifications, shipping instructions, quantities and/or delivery schedules only by the prior written notice or consent of Buyer. Should any such change increase or decrease the cost of or the time required for production of goods under this Purchase Order, Seller shall immediately notify Buyer, and Buyer shall make an equitable adjustment in the purchase price or delivery schedule, or both.

CONFIDENTIALITY. Seller shall keep confidential all Specifications furnished by Buyer, or prepared by Seller specifically in connection with the performance of this Purchase Order, and shall not divulge such Specifications to any third party, or use or duplicate the Specifications for its own benefit. Seller shall not in any manner disclose the fact that it has contracted to furnish the goods covered by this Purchase Order without the prior written consent of the Buyer.

COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable laws, rules and regulations pertaining to the production and/or supply of the goods ordered.

ASSIGNMENT. Neither Purchase Order nor the Seller's obligations herein may be assigned by Seller, nor may Seller delegate the performance of any of its duties hereunder without Buyer's written consent.

APPLICABLE LAW. The validity, interpretation and performance of this Purchase Order shall be governed by the laws of the state of Buyer's home office.

SETOFF RIGHTS. Buyer shall be entitled to setoff the amount owing at anytime from Seller to Buyer (or any of Buyer's affiliated companies) against any amount payable at any