

TERMS OF SALE

These terms and conditions of sale (these "Terms") and the invoice or sales confirmation issued by Whip Mix Corporation or its affiliates ("Whip Mix", "Seller" or "we") comprise the entire agreement between you and your affiliates ("Buyer" or "you") and Whip Mix (collectively, this "Agreement") relating to Whip Mix's sale of goods and related services ("Products") to you and supersede all prior or contemporaneous agreements. This Agreement prevails over any general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of your order does not constitute acceptance of any of other terms and conditions and does not serve to modify or amend this Agreement; all other such terms and conditions are expressly rejected unless signed by an authorized officer of Whip Mix.

PRICING

All prices and sales are established in United States Dollars and herein are shown as ex works Seller's facility, where risk of loss or damage will pass to Buyer upon delivery to common carrier basis and subject to change without notice. Unless expressly stated on Whip Mix's sales confirmation, all prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes and hold Seller harmless for payment thereof and Buyer will hold Whip Mix harmless for any additional amounts due.

If any tariffs, duties, or similar charges ("Tariffs"), related to this transaction, are imposed or increased by any governmental authority after the date of this Agreement, Seller reserves the right to charge Buyer for any such Tariffs. Buyer agrees to pay any additional costs resulting from such Tariffs. Seller shall provide Buyer with written notice of any such adjustments, including documentation of the increased costs.

Possession of a dealer's price list does not constitute an offer to sell or imply any exclusivity between the parties. We reserve the right to refuse acceptance of orders. Dealers with annual sales below \$15,000 of Products may be subject to losing the Whip Mix line. Dealers with \$15,000 - \$29,999 will receive wholesale price. Dealers with prior year annual sales in excess of \$30,000 will receive preferential dealer pricing.

Prices are subject to change without notice and are subject to applicable federal, state and local taxes. Retail prices listed are merely suggested quotations to end users. Orders are accepted with the understanding that goods will be billed at prices on a valid quote or the prevailing price on the date of shipment.

Total order value, excluding shipping, taxes and other non-product charges, must be at least \$25.00. Orders not meeting the minimum will be subject to a \$25.00 service charge.

PAYMENT TERMS

Payments shall be due as set forth in an order confirmation or invoice issued by Seller.

Credit terms are subject to credit check. Approved credit terms are due Net 30 days after invoice unless otherwise set forth in an order confirmation and are subject to change without notice at Whip Mix's discretion.

If any payment is not made when due, Seller reserves the right, without prejudice, to charge a Buyer an amount calculated from the due date until the date of actual collection by Seller, calculated at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the

highest rate permitted by law, and Buyer acknowledges and agrees that such amount represents liquidated damages for late payment and is not a penalty but rather a genuine pre-estimate of damages suffered by Seller as a result of Buyer's failure to make payment when due. Such charges will be in addition to, and not in lieu of, Seller's other rights and remedies for Buyer's default or non-performance. The total amount required to be paid by Buyer under this Agreement will be paid regardless of any dispute or controversy relating to this Agreement or the Products or to any other agreement, transaction, products, or services.

PAYMENTS

Payments can be mailed to the address listed on invoices or our Accounts Receivable Department can be contacted at dl-accountsreceivable@whipmix.com to obtain other accepted payment options, including current bank information to support wire transfers and other electronic payment options.

LETTERS OF CREDIT

Whip Mix reserves the right to request a letter of credit to support current and ongoing orders. When opening a Letter of Credit, please note: only IRREVOCABLE L/C'S will be accepted and should be negotiable through Seller's financial institution. All fees, charges, and expenses incurred in connection with the establishment, issuance, and maintenance of the Letter of Credit shall be the sole responsibility of the Buyer.

Every effort is made to ship orders within the time limits of a Letter of Credit. Expiration date of such Letter of Credit should be NOT LESS THAN 90 DAYS from opening date.

Letters of Credit must be written in clear, understandable language, and restrictive clauses or complicated conditions will result in our request for clarification. Written/confirmation Amendments are costly to all concerned and will cause a justifiable but unnecessary delay in shipments of orders covered by L/C's.

GOVERNMENT TENDERS

All pricing approved by Whip Mix for use in government tenders shall remain valid in accordance with Buyer's active pricing agreement. In the event that a tender is awarded after the previous price agreement expires, Buyer acknowledges that the selling price shall be subject to Seller's then-current distributor price list, unless otherwise agreed in writing. If government tender requirements mandate fixed pricing beyond this validity period, Buyer must obtain prior written approval from Whip Mix, and Whip Mix reserves the right to include an appropriate pricing buffer or escalation clause.

ORDERING INSTRUCTIONS

Please reference Whip Mix's item number and description on orders. Orders may be placed through the following methods:

E-Mail: Orders@whipmix.com

Online: www.whipmix.com and click *Shop Now*

Phone: 800-626-5651 option 3

End use customers should contact their recognized Whip Mix Dealer to place orders. Direct end use customer orders placed with Whip Mix will be sold at retail pricing.

Purchase orders are required for all orders on credit terms. Payment with order will be required for all orders requested without a purchase order. Ship dates are confirmed at time of acceptance of a purchase order and Buyer fulfillment of payment obligations. Production lead times at time of confirmation apply and may vary from quoted lead times.

All Trial Pack requests are subject to standard shipping & handling fees per order with a lifetime maximum order of two (2) units per item. Whip Mix reserves the right to limit no charge Trial Packs. All Trial Packs are to be ordered on www.whipmix.com and click *Shop Now*.

CANCELLATION

Unless otherwise provided in the Order Documentation, the following cancellation terms and conditions shall apply. This Agreement is binding upon Buyer and Seller and cannot be cancelled after the Product is completed and ready for shipment. If this Agreement is cancelled by Buyer after the Product is in process but not yet ready for shipment or due to Buyer's breach of this Agreement, then Seller shall retain the in process Product, and Buyer shall pay Seller the percentage of the total order price corresponding to the proportion of the work completed in fulfilling this Agreement prior to such notice of cancellation, plus any reasonable actual expenses incurred by Seller in performance of this Agreement prior to notice of cancellation. Seller may, at its option, cancel this Agreement if Buyer fails to make payment in accordance with the terms and conditions of this Agreement or any similar contract with Seller and Buyer hereby waives any cause of action and the right to any offset or counterclaim against Seller by reason of such cancellation.

SHIPPING

Unless otherwise specified in an order confirmation issued by Seller, delivery shall be ex works Seller's facility. If Buyer does not provide instructions regarding a carrier to be used, Whip Mix reserves the right to select a carrier on behalf of Buyer; however, Whip Mix does not retain the risk of loss or damage for the Products. Damage or loss of goods after leaving Seller's manufacturing location is Buyer's responsibility, including all Tariff and broker fees associated to any damaged and lost Products, and will not relieve Buyer of its obligations under this Agreement.

All freight and accessorial charges are the responsibility of Buyer, including but not limited to stock and drop shipments. Shipments will be sent 3rd party or freight collect unless prior arrangements have been made. Drop shipments to Buyer's customers are made at Buyer's risk. Buyer is liable or responsible for refused, misdirected, demurrage, storage, broker, tariffs and any other fees associated with delivery or delays on shipments. Whip Mix is not responsible for orders shipped via 3RD party carriers selected by Buyer.

To ensure proper tracking of small parcel shipments, it is recommended the customer elects to ship via UPS.

FREIGHT PROGRAM

- This program is open only to U.S. and Canadian dealers.
- Minimum weight requirements (one ship-to location):

Tier I	Tier II	Tier III
10,000 lbs.	5,000 lbs.	2,500 lbs.
100% of freight paid less fuel surcharge & any accessorial fees	75% of freight paid less fuel surcharge & any accessorial fees	50% of freight paid less fuel surcharge & any accessorial fees

- Includes Drop Shipments
- Total gross weight of Products is used to calculate the weight requirements at each tiered level.
- Whip Mix selects the carrier, on any freight paid by Whip Mix. The shipment will be sent "Prepaid" or "Prepaid & Add".
- Canada shipments qualify only to the US border. Canadian dealers assume all freight charges and customs clearance charges

from U.S. border to dealership, including but not limited to Tariffs and other broker fees.

- Any invoicing of freight charges will be reflected on the invoice. Whip Mix freight rates will be used in calculating any freight invoicing. Fuel surcharge and accessorial fee charges are excluded from this program and will be invoiced on all shipments.
- From the original order date, a 2-day window will be allowed for any order additions or changes.

FORWARDERS AND CUSTOMS BROKERS

To facilitate clearance of our shipments, it is advisable to provide the name and contact information of the customs broker or forwarding agent in your country. Buyer is responsible for all costs associated with forwards and custom brokers.

PROFORMA INVOICES

At Buyer's request, Whip Mix will submit a proforma invoice and show estimated freight charges. It must be understood these estimated freight charges are subject to change depending on actual freight charges in effect on date of shipment. By accepting the proforma invoice Buyer acknowledges it is responsible for reasonable fees in excess of the proforma invoice.

RETURN MERCHANDISE AUTHORIZATION (RMA)

Prior to returning any Product to Whip Mix a Return Merchandise Authorization (RMA) number must be issued by our Customer Service Department at 800-626-5651 option 3 or WMCustService@whipmix.com. The RMA procedure applies to credits, repair estimates, warranty repair and product testing. The RMA number must be written on the outside of the returned package.

CREDIT – Only standard merchandise of current manufacture that is less than one (1) year from date of original manufacturer's ship date will be accepted for credit. Due to gypsum, resin and other chemical products' limited shelf life, these products may only be returned for credit if original manufacturer's ship date is less than three (3) months old. Batch and/or serial numbers must be provided when requesting an RMA. Credit will only be issued for invoiced unit price; all freight, tariff, broker or other fees remain the responsibility of Buyer.

Shipment of returned merchandise must be prepaid. All merchandise returned in the original, unopened container and accompanied by the invoice number and date of purchase will be subject to a 15% (\$10.00 minimum) restocking charge. Merchandise not meeting these requirements will be subject to an additional charge for reconditioning, repacking, or replacement.

REPAIRS

A Return Merchandise Authorization (RMA) is required for merchandise returned for repair and will be granted to customers in good financial standing with Whip Mix. In the RMA request Buyer will include a description of the problem with the unit. Please contact Whip Mix Customer Service Department at 800-626-5651 option 3 or WMCustService@whipmix.com to request an RMA.

Repairs are subject to availability of components. Whip Mix reserves the right to not authorize an RMA for a repair based on the age of the unit.

Diagnostic services and repairs are billed at time and materials with a bill rate of \$125.00 per hour and retail cost of materials applies. A diagnostic report and repair quote will be provided, written approval is required prior to repair work commencing. Payment for repair services is required prior to shipping of repaired items.

Loaner equipment may be available, subject to availability. Fees may apply.

TESTING/QUALITY CONTROL

Buyer shall promptly notify Seller of any complaint or issue relating to any Products. Seller shall reasonably support Buyer in any recall campaign.

If Whip Mix determines that testing is needed to support an issue that arises during Buyer's production, Buyer must request a Return Merchandise Authorization by contacting Whip Mix's Customer Service Department at 800-626-5651 option 3 or WMCustService@whipmix.com. Provide the nature of the problem, batch number appearing on the container, carton or pre-weighed envelope. Whip Mix's Customer Service will provide shipping instructions to provide a sample for testing. After testing, a Whip Mix representative will provide results of the testing. Sample sizes needed to support testing:

Powder- 10 Envelopes or 5 lbs. (2kg)

Liquids- 8 oz. (500ml.)

FREIGHT CLAIMS

All items are sold ex works Seller's facility, and delivery to and acceptance by the transportation company, railway, truck, express or other carrier terminates our responsibility. Claims for loss or damage should be filed within 24 hours with the transportation company as they assume all responsibility after merchandise is delivered in good order to them and received by them.

Claims for shortages must be made to Seller within three (3) business days after receipt of goods. Damages must be noted on Bill of Lading or Delivery Receipt at the time of receipt. Concealed damage claims must be made to transportation company within three (3) business days.

INSPECTION/REJECTION

Buyer must inspect all products received within three (3) business days of receipt. If Buyer provides Whip Mix timely notice that products are nonconforming, upon Buyer's return to Whip Mix of the nonconforming products, Whip Mix will either replace such nonconforming products or credit or refund Buyer for the price of the nonconforming products. REPLACEMENT OR CREDIT ARE BUYER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING GOODS.

LIMITED WARRANTY

Unless otherwise stated, Whip Mix Corporation warrants its products to the original purchaser against defective workmanship and material under normal procedures of installation, use, and service within the dental profession, for the lessor of the returnable shelf life of the product or two (2) years from the date of original sale. For United States and Canadian based educational institution articulator and facebow sales, if the user is actively enrolled in an accredited education program the warranty is extended to four (4) total years on the base articulator and base facebow model. Additional occlusion component warranty is limited to two (2) years. Any product purchased for the intent of generating financing revenue, including student loan programs, is warranted for one (1) year from the original invoice date. For repairs, a one (1) year warranty applies to parts that have been replaced if factory warranty has expired.

EXCEPT FOR THE FOREGOING LIMITED WARRANTY WHIP MIX MAKES NO WARRANTIES WHATSOEVER, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; or (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF

DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Whip Mix shall not be liable for a breach of any warranty if: (i) Whip Mix's oral or written instructions as to the storage or use are not followed; or (ii) products are repaired or modified without the prior written consent of Whip Mix. Warranty does not cover wear from normal usage nor damage caused by user.

Upon Whip Mix's request, Buyer must return any potential defective product to Whip Mix. Whip Mix shall, in its sole discretion, determine if the product is defective and if so, then either: (i) repair or replace any defective products or (ii) credit or refund the price of such products. THIS SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY.

Buyer shall not make any representations and warranties on behalf of Seller. Buyer shall be responsible for compliance with all local laws applicable to the Products or Buyer's use and/or resale of Products. Buyer shall maintain all required certifications, credentials, licenses, permits, or similar authorizations required for Buyer's conduct of its business. Buyer shall maintain adequate insurance for its own business and indemnify and hold Seller harmless from any breach of this paragraph.

PRODUCT CHANGES

Whip Mix reserves the right to make changes in product design without the obligation to accept previously manufactured products for alteration, exchange, or credit.

IP

All trademarks identified with a TM or [®] are trademarks of Whip Mix Corporation. The sale of products or provision of services by Whip Mix does not constitute a transfer or license of any intellectual property. All intellectual property created by Whip Mix shall remain the sole and exclusive property of Whip Mix.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WHIP MIX BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WHIP MIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

CONFIDENTIALITY

All non-public, confidential or proprietary information of Whip Mix, including but not limited to, specifications, samples, patterns, designs, drawings, documents, data, pricing, discounts, or rebates, is solely for use as expressly authorized by Whip Mix and may not be disclosed or copied unless authorized in advance by Whip Mix in writing.

FORCE MAJEURE

Whip Mix shall not be liable or responsible for any failure or delay in fulfilling or performing any obligation when such failure or delay is caused by or results from acts beyond its control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades; and (f) national or regional emergency.

MISCELLANEOUS

Buyer shall not assign any of its rights relating hereto without the prior written consent of Whip Mix. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply. Any dispute relating hereto shall be instituted in the state or federal courts located in Louisville, Kentucky, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Whip Mix may update these Terms from time to time upon notice to Buyer. These Terms (as updated from time to time) may not be amended except in writing signed by an authorized officer of Whip Mix.

The parties to this Agreement are independent contractors and nothing in this Agreement is intended to, or shall be deemed to, create a joint venture, partnership, agency or employment relationship, franchise, or business opportunity between the parties. Neither party, by virtue of this Agreement, has any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party.