

General Terms and Conditions

AGREEMENT. These General Terms and Conditions and any other written document as may be provided by USD Lab (“USD Lab”) for specific products or services constitute the entire agreement (collectively, the “Agreement”) between USD Lab and the customer (“Customer”). No modifications or additional terms or conditions shall apply unless they are in writing and signed by both parties.

PURCHASE ORDERS. Each purchase order shall be in a form approved by USD Lab and shall specify the products or services being ordered, the requested delivery location, and other appropriate information as may be required by USD Lab to complete the purchase order. USD Lab shall have the right, at its sole and absolute discretion, to accept or reject any purchase order (or any portion thereof) for any reason.

REVOCABILITY. After receipt of a purchase order by USD Lab, the purchase order shall be deemed a binding non-revocable offer by Customer for a period of thirty (30) days. No purchase order for the products shall be binding upon USD Lab unless, and until, accepted by USD Lab. Acceptance by USD Lab shall be evidenced in writing, signed by one of its duly authorized personnel. Subsequent to the aforementioned thirty (30) day offer period, Customer may revoke a purchase order which has not been accepted by USD Lab upon written notice to USD Lab. No purchase order accepted by USD Lab may be canceled or modified without USD Lab’s written consent. Should Customer for any reason not honor the original terms of a binding purchase order, then Customer shall be responsible for all losses of USD Lab resulting therefrom.

SHIPPING DATES. Any estimated shipping dates provided by USD Lab to Customer are based upon conditions existing at the time the purchase order is received. USD Lab shall endeavor to ship by its estimated shipping date but shall not be responsible for any losses or damages resulting from a delay in its shipment of purchased products. Purchase orders for products weighing, in the aggregate, twenty-five kilograms or less, for any day, are typically dispatched within ten (10) USD Lab working days from the date of USD Lab’s acceptance of such purchase orders. With respect to all other purchase orders, the products will be dispatched within a reasonable time after the date of USD Lab’s acceptance of such purchase orders.

FREE ON BOARD. USD Lab shall deliver all products F.O.B. to the accepted place of destination, unless otherwise specified. USD Lab shall be responsible for the risk of loss

until F.O.B accepted place of destination. USD Lab shall have the right to ship goods from any factory anywhere in the world, as determined by USD Lab in its sole discretion.

LOST SHIPMENTS. USD Lab requires that Customer report lost shipments promptly, but in any event, less than thirty (30) days after the estimated shipping date provided by USD Lab.

PRICING. Purchase orders for precious metals and alloys received before 4:30 PM (Pacific Time) will be priced based on the 2nd London Fixes for Gold, Platinum, and Palladium for that day. If the applicable London Fix is closed or otherwise unavailable, purchase orders will be priced based on the prevailing price, as quoted on New York Mercantile Exchange (NYMEX). If NYMEX and the applicable London Fix are both closed and/or unavailable, the purchase order will be held until the next business day and priced based on 2nd London Fix for Gold, Platinum, and Palladium for that day. In the event of a material, intraday (between 7:30 AM and 4:30 PM Pacific time) change in metal price, USD Lab reserves the right to reprice the order. The price of other products shall be USD Lab's then-current price, as of the date of USD Lab's acceptance of the purchase order. USD Lab may amend such pricing from time to time without notice in its sole and absolute discretion. Prices do not include sales, use, excise or any similar tax unless otherwise specified. Any tax or other government charge upon the production, sales, shipment or use of the product which USD Lab is required to pay or collect from Customer shall be paid by Customer to USD Lab unless Customer furnishes USD Lab with a tax exemption certificate or any other document acceptable to the applicable taxing authority. Customer shall be solely responsible for obtaining any necessary governmental clearances, including import and foreign exchange licenses, which may be required by any government other than the United States. Customer agrees to pay any taxes, duties, and/or tariffs required to be paid by any national, federal, state, provincial, or local governmental taxing authority or agency as a result of this transaction. Customer agrees to abide by any custom and/or import law or regulation that governs this transaction.

IMPORT AND USE. It is Customer's responsibility to obtain and pay for all licenses, permits, or any other requirements for the importation and/or use of the products shipped. The products may not under any circumstances be shipped or transshipped to any country on which the U.S. Government has an embargo or any company in any country which appears from time to time on the Entity List published by the United States Department of Commerce's Bureau of Industry and Security.

PAYMENT TERMS. Unless otherwise agreed by USD Lab: (a) payment must be made by Customer prior to shipment, provided however, if Customer is able to demonstrate sufficient financial responsibility and USD Lab agrees to ship products prior to payment, Customer shall be permitted to make such payment no later than 30 (thirty) days (or such other period agreed to by USD Lab) after the invoice date; and (b) all payments shall be in U.S. dollars unless the parties have previously agreed to do business in another currency. All overdue accounts will accrue late charges at a rate equal to the lesser of 1.5% per month or the maximum rate permissible by law. USD Lab reserves the right in its sole discretion to modify or withdraw credit terms at any time without prior notice. USD Lab may, in its sole discretion, require a form of payment guarantee including, but not limited to, a bank guarantee or irrevocable standby letter of credit from an institution approved by USD Lab.

LIMITED WARRANTY. USD Lab warrants that the products sold to Customer at the time delivered will conform to the applicable specifications. It is the Customer's sole responsibility for determining the suitability of the alloy for the dental devices they are manufacturing. Customer's sole and exclusive remedy with respect to a breach of its limited warranty hereunder will be limited to either, at USD Lab's option and expense, repairing, replacing, or extending credit for the products or parts returned to USD Lab by Customer, F.O.B. USD Lab's offices. In order to be afforded the remedies provided under this limited warranty, Customer must notify USD Lab of a breach of this warranty within thirty (30) days of USD Lab's delivery of the non-conforming product. EXCEPT WITH RESPECT TO THE LIMITED WARRANTY PROVIDED HEREIN, THE PRODUCTS ARE PROVIDED "AS-IS", "WITH ALL FAULTS", AND "AS-AVAILABLE" AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY AND REPAIR OF THE PRODUCTS RESTS WITH CUSTOMER AND NOT USD LAB. USD LAB MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. USD LAB HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT.

USE OF PRODUCTS. USD Lab provides material safety data sheets ("MSDS") or other instructions with the shipment of products. Customer shall provide the MSDS and instructions to all personnel of Customer, and to any third party authorized by Customer to use products purchased hereunder by Customer, prior to the handling and use of the products by such personnel or third party. Customer shall ensure that such personnel at all times use the products strictly in accordance with the MSDS, the instructions, the warnings on the labels of the products and such other safety information typically known

to sophisticated users of dental alloys. Customer shall ensure that only qualified, trained professionals who are familiar with the health hazards associated with precious and base metal alloys and procedures for safe handling shall be permitted to work with products Customer has purchased hereunder.

RETURNS. As set forth in USD Lab's Return and Refund Policy, Customer shall first obtain a Return Material Authorization ("RMA") before returning any products to USD Lab. Please refer to USD Lab's RETURN AND REFUND POLICY for information regarding USD Lab's return and refund policies.

CUSTOMER INDEMNIFICATION OBLIGATIONS. Customer and any individual agreeing on behalf of Customer agrees to jointly and severally indemnify, defend and hold harmless USD Lab, its affiliates, and their respective officers, directors and employees from and against any and all claims, liability, loss, damage or expense arising from or by reason of any injury or death allegedly caused by the use, sale, transfer or alteration of the products furnished hereunder; any damage to or destruction of any property or injury to any person or persons caused by any act or omission, whether negligent or otherwise, to Customer or of any employee or agent of Customer.

LIMITATION OF LIABILITY. In the event Customer claims that USD Lab has breached any of its obligations under this Agreement, whether of warranty or otherwise, USD Lab may (but shall not be obligated to) request the return of the products and tender to Customer the purchase price theretofore paid by Customer. If USD Lab so requests the return of the products, the products shall be redelivered to USD Lab in accordance with USD Lab's instructions and at USD Lab's expense. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF CUSTOMER AGAINST USD LAB FOR BREACH OF ANY OF USD LAB'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT WITH CUSTOMER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL USD LAB BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL USD LAB'S AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR SUCH PRODUCTS.

HOLD HARMLESS. In the event any product to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications

designated by Customer, Customer agrees to hold harmless USD Lab, its affiliates, and their respective officers, directors and employees from any and all damages, costs and expenses relating to any claim arising from the design, manufacture or use of the product or arising from a claim that such product furnished to Customer by USD Lab, or the use thereof, infringes any third-party's intellectual property rights, foreign or domestic, and Customer agrees at its own expense to undertake the defense of any suit against USD Lab brought upon such claim or claims.

RIGHT TO MAKE CHANGES. USD Lab reserves the right to make changes in the design, formulation, specifications and/or technical data of its products in its sole and absolute discretion, at any time without notice to Customer and without incurring any obligation to make equivalent changes in products previously manufactured or shipped. All tooling used to produce the product to be furnished under this Agreement is the property of USD Lab. USD Lab shall retain sole and exclusive rights of ownership of all intellectual property rights in and to the Products, and all chemical compositions, specifications, formulations, materials and other proprietary rights relating thereto.

FAILURE TO PERFORM. USD Lab shall not be liable for any failure to perform its obligations under these Terms and Conditions resulting directly or indirectly from or contributed to by any acts of God, acts of Customer, acts of civil or military authority, priorities, fire, strikes, or other labor disputes, accidents, floods, epidemics, war, acts of terrorism, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond USD Lab's reasonable control, whether similar or dissimilar to the foregoing.

APPLICABLE LAW; VENUE; ARBITRATION. For purposes of venue and jurisdiction, these Terms and Conditions shall be deemed made and to be performed in San Diego, California and shall be governed by the laws of the State of California. Wherever a term defined by the Uniform Commercial Code, as adopted by the State of California is used herein, the definition contained in the Uniform Commercial Code shall control. The United Nations Convention on Contracts for the International Sale of Goods is hereby expressly disclaimed to the extent it conflicts with the terms and conditions of this Agreement. Any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms and Conditions to arbitrate, shall be determined by arbitration in the City of San Diego, County of San Diego, State of California before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and

Procedures. The arbitrator shall award reasonable attorneys' fees to the most prevailing party in the arbitration. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

WAIVER. No waiver of any provisions of these Terms and Conditions or the Agreement under which these Terms and Conditions relate shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by USD Lab. No failure by USD Lab to require Customer's strict performance of any provision of this Agreement at any time shall be deemed a waiver of such provision nor shall it affect USD Lab's right thereafter to enforce and require strict compliance with each and every provision of this Agreement.

FORCE MAJEURE. USD Lab shall be under no liability to Customer or any end user in respect of anything which may constitute a breach of these Terms and Conditions arising by reason of force majeure, namely, circumstances beyond the control of USD Lab, which shall include, but shall not be limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, pandemic, riot, civil commotion, including acts of local government and federal authority, and labor disputes of whatever nature and for whatever cause arising.

SEVERABILITY. If any provision of these Terms and Conditions is to be held invalid or unenforceable, in whole or in part, by any court of final jurisdiction, it is the intent of the parties that all other provisions of these Terms and Conditions shall be construed to remain fully valid, enforceable and binding on the parties in all respects as if such invalid or unenforceable provision were omitted. Any court of final jurisdiction will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the intention of the parties.

NON-SOLICITATION. During the term, and for a period of one (1) year following the termination or expiration of these Terms and Conditions, Customer will not, to the extent not prohibited by applicable law, directly or indirectly solicit, recruit, or encourage any of USD Lab's employees to terminate their employment with USD Lab; provided, however, that this section will not prevent Customer from (a) causing to be placed any general advertisements in newspapers and/or other media of general circulation (including, without limitation, advertisements posted on the internet) that is not targeted specifically at any USD Lab employees, or (b) engaging any recruiting firm or similar organization to

identify and solicit persons for employment on behalf of Customer, so long as such recruiting firm or organization is not instructed to target any such employees of USD Lab.

ASSIGNMENT. Neither these Terms and Conditions nor the Agreement under which these Terms and Conditions have been provided to Customer may be assigned by Customer, whether pursuant to a change of control, asset sale, by operation of law or otherwise, and any such attempted assignment shall be deemed null and void. Customer agrees to notify USD Lab immediately upon a change of control (through stock transfer or otherwise) or sale of all or substantially all of the assets of its business to which these Terms and Conditions or the Agreement under which these Terms and Conditions relate. Customer acknowledges that notwithstanding any change of control or sale of Customer's assets, Customer shall remain jointly and severally liable for any liabilities of Customer and/or its successor-in-interest. USD Lab may assign this agreement and/or delegate its rights and obligations hereunder in whole or in part to one or more divisions, affiliates and/or third parties without notice to Customer. In such case, such divisions, affiliates and/or third parties shall have the right to enforce the provisions hereof as if they were a part of this Agreement. USD Lab conducts its business, without limitation, under its corporate name and under the following DBAs: Jelenko, Leach & Dillon Dental Alloys, Aurium Research USA, Dent Gold, Wilkinson Dental Alloys, World Alloys, Gateway Alloys, and Dental Alloy Products.

NO THIRD-PARTY BENEFICIARIES. No provision of these Terms and Conditions or the Agreement under which these Terms and Conditions relate is intended to or shall be construed to confer upon or give to any person other than USD Lab, its successor or assigns (if applicable), and Customer any rights, remedies or other benefits under or by reason thereof.

HEADINGS. The headings of these Terms and Conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms of these Terms and Conditions.