

TERMS & CONDITIONS

SEABROOK DENTAL LABORATORY - GENERAL TERMS AND CONDITIONS

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

1. **Credit Policy.** Initial credit is limited to \$1500, until credit is established. Credit can be established in SeaBrook's sole discretion through the use of SeaBrook's New Account Form or the Client's history with SeaBrook. Any established credit may be revoked if Client is past due.

2. **Payment Terms.** Client will receive an invoice with every case delivered detailing the products and associated fees incurred. Your obligation for payment begins on the date of the shipment. In addition, Client will receive a monthly statement listing all outstanding invoices. All outstanding fees are due within 25 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 25 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 SeaBrook. 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 before being applied to current balances unless elected otherwise by SeaBrook.

3. **Warranty.**

A. What is Covered. Subject to the terms and conditions set forth below, SeaBrook offers a five-year warranty on fixed restorations, six months warranty on removable restorations and six months warranty on sleep appliances as follows: work is guaranteed to be free of defects due to materials and workmanship and the appliance is guaranteed to fit the provided model and to be constructed to the design requested on the prescription form. The warranty runs from date a restoration request is received by SeaBrook.

B. Exclusions. The following shall not be covered by SeaBrook's warranty: (i) cash refunds for custom-made restorations; (ii) costs incurred for removal or insertion; (iii) repairs resulting from accident, neglect, abuse, failure of supportive tooth structure or tissue structures improper adjustments or dental hygiene; or (iv) restorations partially fabricated or completely fabricated by any lab other than SeaBrook.

C. How the Warranty Works. If during the applicable warranty period Client experiences any problems with its restoration that are covered by the warranty as described herein, then Client may elect to receive as follows: (i) Credit - within 30 days of request by Client, a credit will be issued and applied to Client's account; or (ii) Remake/Repair during the warranty period, SeaBrook will remake or repair the restoration (provided that if Client elects to change the materials for such restoration, the original cost of the restoration will be credited and the new costs invoiced).

D. Conditions. In order for Client to receive the benefits of the warranty, Client agrees as follows: (i) Client must provide SeaBrook with proof-of-purchase, including an invoice and patient name; (ii) the original dental restoration (including any damaged pieces)

TERMS & CONDITIONS (CONTINUED)

must be returned; (iii) the restoration must be inserted by a licensed, practicing dentist; and (iv) if SeaBrook requests a new impression, but is instructed by Client to proceed without the new impression, the warranty shall be null and void and any further remakes will be completed at full cost.

4. Safety and Quality Information. All products use FDA 510k approved materials.

5. Disclaimer; Limitation. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SEABROOK MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SEABROOK 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 SEABROOK HEREUNDER.

6. Client Responsibility; No Liability to Patients. Client shall supply SeaBrook in writing with all specifications and information reasonably required by SeaBrook to prepare the restoration requested by Client. While SeaBrook 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 SeaBrook 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 SeaBrook hereunder. IN NO EVENT SHALL SEABROOK BE LIABLE TO ANY PATIENTS OF CLIENT FOR ANY DAMAGES RESULTING FROM ANY USE OF ANY RESTORATION OR OTHERWISE.

7. Choice of Law; Venue; Attorneys' Fees. This Agreement shall be governed by the laws of the State of Washington without regard to its conflicts of laws rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts in the County of Snohomish, Washington 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.

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

WARRANTY

SeaBrook Dental Laboratory offers a five-year warranty on fixed products and six months warranty on removable products.

What is covered?

Work is guaranteed to be free of defects due to materials and workmanship. The appliance is guaranteed to fit the provided model and to be constructed to the design requested on the prescription form. Appliance will be repaired or remade at no charge if the workmanship or material is faulty. The warranty runs from the date the case is received at SeaBrook Dental Laboratory.

What is *not* covered?

- Cash refunds for a custom made restoration
- Cost incurred for removal or insertion
- Repairs resulting from accident, neglect, abuse, failure of supportive tooth structure or tissue structures
- Improper adjustments or dental hygiene
- Prosthesis partially fabricated or completely fabricated by another lab other than SeaBrook Dental Laboratory.

The liability for products invoiced by SeaBrook Dental Laboratory is strictly limited to those products.

SEABROOK REMAKE POLICY

SeaBrook Dental Lab is pleased to offer a simple and comprehensive remake policy. This includes all restorations or appliances that are covered by a SeaBrook Dental Lab warranty program and fabricated according to your specification and approval.

During the applicable warranty period should you experience any problems with a restoration or appliance, SeaBrook will remake or repair the restoration or appliance.

Here's how it works:

1. The original dental restoration must be returned

- If the product is damaged, please send any portion of the device available.
- If the product is lost, please call SeaBrook Dental Laboratory.
- A return deposit will be invoiced, until the product is returned.
- If the product is being used as a temporary, simply return it and the deposit will be credited.

2. If new impression was requested by SeaBrook Dental Lab, but followed the Doctor's instruction to proceed without the new impression, the remake policy is null and void.

Any further remake will be completed at full cost.

BILLING

Credit Policy – Initial credit limit is \$1500, until credit is established. Credit can be established at SeaBrook's sole discretion through the use of SeaBrook's New Account Form or History with SeaBrook Dental Laboratory.

Billing – We have two methods of notifying you of the amount due:

- Invoice – You will receive an invoice with every case delivered which details the products and associated fees incurred.
- Statement – At the end of each month, you will be mailed a statement of outstanding invoices. Payment of the outstanding balance is due within 25 days of the statement date.

Overdue Amounts – A finance charge of 1.5% per month of the outstanding balance (whichever is greater) will be posted to any past due accounts. Any accounts with a past due of 25 days past the statement date may be put on hold and may be sent to collections.

Late payments can result in interruption of service.

SeaBrook Dental Laboratory reserves the rights to place accounts on hold for non-payment.

SeaBrook Dental Laboratory reserves the rights to refuse service for any reason.

Payment Methods – We accept two methods of payment: Checks and Credit Cards. We accept Visa, MasterCard, Discover and American Express.