

## General Terms Conditions and Product Warranty – Handheld X-Rays

1. WARRANTIES: X-Ray Discount Dental Equipment (“XRD”, “We,” “Us,” and “Our”) provides the following warranties:
  - a. New Products. XRD warrants that all new products (“New Products”) provided by XRD will be subject to the original manufacturers’ warranties, which XRD agrees to make available to You (“Customer,” “You” and “Your”); and
  - b. New, Used, Repaired and Refurbished Products and/or Parts. XRD warrants that all, new, used and/or refurbished Products and/or parts provided by XRD will be free of material defects in (I) parts supplied by XRD and (II) our workmanship (for 90 Days) from and after date of shipment, and agrees that, if You (“Customer,” “You” and “Your”) provide Us with written notice of any such defect within the above referenced time period(s), We will inspect the Product(s), and if We discover the claimed defect(s) in fact exist(s), We will promptly repair or replace such Products at our sole cost and expense, using new, or at our discretion, quality recycled parts.
  - c. Warranty applies only to products purchased and used in the United States. For products purchased in, but used outside the United States, this warranty covers only services rendered within the United States and does not include shipping outside the United States

The foregoing warranties are provided in lieu of any and all other warranties, express and/or implied. Except as expressly set forth herein, we make no warranty, express or implied (including without limitation, any and all warranties of suitability, merchantability, and/or fitness for any particular purpose), nor do We make any warranty against interference, infringement, that the product(s) is/are fit for your intended use, application or environment, or that any product is free from defects (latent or patent), and no such warranties shall be deemed to exist. Accordingly, You hereby waive any and all such warranties. We will not be responsible to You or to any third party for any liabilities, claims, injuries, losses, costs or damages arising from or associated with the use, any failure of, or any unknown defect in or with respect to, any of such products and/or their installation, transportation or storage (collectively, “Claims and Damages”). Your sole remedy for any failure of or with respect to any such products is repair or replacement as described above.

You will not be entitled to collect from Us, and You expressly waive (both for Yourself and for each of Your parents, affiliates, subsidiaries, insurance companies and subrogates, and Your/their respective successors, assign and customers), any and all such claims and damages, including without limitation, lost time, lost profits, costs of cover (obtaining replacement product(s) and/or performance from another source), property damage, incidental, consequential, special and/or punitive damages.

2. SAFETY INSTRUCTIONS. You acknowledge that You have received, carefully reviewed and are satisfied with, the training, instructions, operating and user manuals, and other information (including all training required under applicable OSHA and/or ANSI Standards, if any) regarding the proper and safe transportation, use, maintenance, repair and storage of the Products (“Instructions”) provided by the Product’s original manufacturer (“OEM”) and/or Us. You will fully comply with, and will cause your employees and agents to read and fully comply with all such Instructions. You will use the Product(s) only for the purpose(s) for which it/they was/were manufactured, in a reasonable and safe manner, and in full compliance with all applicable federal, state, and local laws, rules, and regulations. Use of the products for any purpose or in any manner other than as specified above or continued use of any product that is defective, damaged or malfunctioning, may result in injury to persons or property, or death. Accordingly, you agree to immediately discontinue use of any Product found to be defective, in need of repair or maintenance, or otherwise not properly functioning.
3. RECEIPT/INSPECTION OF PRODUCTS. You acknowledge that, upon Your receipt of any Product(s), You will immediately inspect the same and ensure that, as delivered to You, each such Product is safe and in good operating condition and repair and otherwise in all ways acceptable to

You. You acknowledge that You have selected the Product(s) based on Your determination that it/They is/are appropriate for Your purposes, use, application and environment, and not based on any recommendation by Us. Except as expressly set forth herein, each Product is provided to You AS IS, WHERE IS and without any warranty by Us as to its condition or appropriateness for Your purpose.

4. USE, TRANSPORTATION AND STORAGE. You acknowledge that the possession, use, transportation, and/or storage of the Products may give rise to the risk of personal injury and/or property damage. Unless otherwise agreed in writing by XRD, all Products will be shipped F.O.B. shipping point (Incoterms 2000). You assume all such risk and release and discharge us from any and all liens, liabilities and claims arising in connection with the same, including without limitation, any and all claims arising or in connection with our negligence (other than our own intentional misconduct).
5. HOLD HARMLESS/INDEMNITY. You assume all risks associated with the possession, use, transportation and storage of the Product(s). Accordingly, You hereby waive any and all liens and claims arising from or associated with, and agree to indemnify, defend and hold harmless XRD, its parents, affiliates and subsidiaries, and their respective officers, directors, shareholders, agents employees, representatives, successors and assigns, from and against, any and all liabilities, claims damages, losses costs and expenses (including without limitation, attorney's fees, claims for bodily injury(ies) (including death), property damage, loss of time and/or inconvenience) arising in connection with such possession, use, transportation and/or storage, regardless of the cause and including any injuries and/or damages suffered by You, Your employees and/or any third party(ies), except to the extent directly resulting from our intentional misconduct.
6. SITE PREPARATION. If We are to deliver any Product(s), You agree to have the delivery site clean and ready for the delivery and installation, and You agree to pay an additional charge for any delay incurred, or additional labor performed by Us resulting from Your failure to timely do so.
7. SUBCONTRACTING AND ASSIGNMENT. You may not assign any of your rights, remedies or obligations arising hereunder or in connection herewith.
8. XRD WAIVER. I (the Customer) waive my rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Your own selection, You voluntarily consent to this waiver.
9. REFUNDS / RETURNS / CANCELATIONS / EXCHANGES. Any orders placed and later cancelled by the purchaser will be subject to a 8% transaction fee. All orders are subject to a 25% restocking fee. Electrical items, special orders or items requiring upholstery or laminate selections are not refundable. Returned items must be unused and in resalable condition. Refunds are issued within 60 days of equipment return. Freight charges will not be refunded. Opened hand pieces may not be returned for credit, but will be repaired or replaced in accordance with guarantee. There are not refund for approved services and parts applied in these services.

**On all Returns, an RMA number must be received prior to returning any product.** This may be obtained by contacting Our company. Purchaser may cancel their order only with the written consent of XRD and the payment of reasonable and proper cancellation charges/restocking fees.

10. MISCELLANEOUS. This Sales Order represents the complete and final agreement between You and Us and cannot be modified by oral agreement. There are no oral or other representations, warranties or agreements not included in this Sales Order. You acknowledge that this Sales Order may be amended only in a writing signed by both You and Us. This Sales Order will be governed by and construed only under the laws of the State of Florida, and proper venue for any and all legal actions seeking to interpret or enforce this Sales Order shall lie solely and exclusively in the courts located in Orlando, Florida. This Sales Order allocates the risk of injury or damage to persons or property arising from the Products and the transportation, storage, or use thereof, between You and Us. This allocation is recognized by You as being fair and reasonable in light of the amounts being charged hereunder, and is, in fact, reflected in the amount(s) charged by XRD. All Orders under \$5000 to be paid in full at time of order. Larger equipment Orders require a deposit of 50% with balance of payment due prior to shipment. All orders are subject to a \$25 minimum order

amount. The terms of the foregoing Sections 1-9 will be deemed to apply not only to the Product(s) identified on the reverse side hereof, but also to all other Products You may purchase from Us, whether on the date of this Sales Order or at any time in the future (except only as expressly set forth in any Sales Order or other contract subsequently executed by You and XRD).

11. PRICE POLICY xraydiscount.us reserves the right to correct any typographical errors. Although We make every effort possible to honor pricing for the duration of this publication, We reserve the right to make price adjustments in accordance with unknown price increases. However, we will notify You of any price increases prior to an order being executed.
12. AVAILABILITY All items are subject to availability. Due to market conditions, prices may be subject to change. In case of price increases, We will contact You for approval.
13. PICTURES All pictures and other similar representations are for illustration only. The make, model, color, and date of manufacture of the item You order may vary. Call us for details.
14. COST OF EQUIPMENT does not include installation, the installation of new plumbing, changes to existing plumbing, electrical, carpentry work, or flooring. Parts and material required to install, connect, and/or disconnect equipment, which are not supplied to the manufacturer, will be charged to the purchaser. XRD does not assume responsibility for work performed by persons other than its own employees.
15. XRD equipment is shipped FOB: Orlando, Florida or Shipping Point XRD shall not be liable for failure or delays in delivery or performance due to causes beyond its reasonable control including without limitation, delays in manufacture or transportation, acts of purchaser or others acting for or on behalf of purchaser, strikes or other labor difficulties, government controls or actions, acts of God or other casualties. In the event of such delay, the date of delivery or performance shall be extended for a period equal to the time lost because of the delay.
16. INSTALLATION - All installations must be performed by a certified/qualified technician or Your equipment guarantee may be void. All x-rays must be installed in accordance within Your state.

<sup>1</sup> Warranties will not apply to any Product(s) which (a) You attempt to repair without Our assistance, (b) damaged as a result of improper use and/or care, faulty packing or mishandling by any common carrier; or (c) installed other than by a qualified dental technician authorized by XRD.