

## PURCHASE ORDER TERMS AND CONDITIONS

These Terms and Conditions ("Terms") govern the purchase of Goods and/or Services sold or supplied to DenTech, Inc. ("Buyer") on its Purchase Order ("Order"). "Supplier" means the party selling the applicable Goods and/or Services as identified on the Order. The parties agree that these Terms shall govern all purchases made by Buyer until such time as new Terms are provided by Buyer to Supplier. This Order constitutes Buyer's offer to purchase from Supplier. None of the terms and conditions contained in this Order may be added to, modified, superseded or otherwise altered except by a writing signed by an authorized representative of Buyer, and each shipment received by Buyer shall be deemed to be only upon these Terms, notwithstanding any terms and conditions in any acknowledgment, acceptance, invoice or other Supplier forms, and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer.

1. Supplier may submit invoices as follows:

**EMAIL TO:** [billing@dentechindustrial.com](mailto:billing@dentechindustrial.com)

**FAX TO:** 717-335-0472

**POSTAL MAIL TO:** DenTech, Inc.  
1975 North Reading Road  
Denver, PA 17517

2. **ACCEPTANCE:** is expressly limited to the terms of this offer. In the event of inconsistency between terms of this offer and any purported acceptance, terms of this offer shall prevail. This document shall constitute the entire agreement between us.
3. **INFORMATION REQUIRED:** Unless specified otherwise in writing by Buyer, all Invoices, Bill of Ladings, Packing Slips, and Packages must include: Supplier Name, Invoice Number and Date, Purchase Order Number, Part Number and Description, Quantity Shipped, Price Per Unit, Total Price, Remit To Address, Applicable Discounts and Taxes.
4. **PAYMENT:** Payment terms shall be as stated in the applicable Order and the days shall be counted from the receipt of Goods or Services at Buyer's facility or receipt of invoice by Buyer, whichever is later unless otherwise specified in the Order.
5. **INVOICES:** Buyer is not responsible for paying any invoice submitted by Supplier more than 120 days after Goods and/or Services have been delivered. Invoices may not be sent prior to the ship date of any Goods or the completion of any Services unless agreed otherwise in a signed writing between the parties.
6. **PACKING SLIPS:** Itemized packing slips must accompany each shipment. Buyer's count will be final on all shipments not accompanied with a packing slip.
7. **TERMINATION:** Buyer reserves the right to terminate all or any part of this Order upon written notice to Supplier. In case of termination by Buyer after an Order for goods has been manufactured or shipped by Supplier, Buyer will make an allowance for customary and reasonable, direct and verifiable expenses incurred by Supplier prior to and as a direct result of the termination.
8. **WARRANTIES:** In addition to warranty claims arising out of the non-conformance of Supplier's products with specifications, all warranties are intended to provide Buyer with protection from any and all warranty claims brought against Buyer by its customer and others. This includes, without limitation, meeting any customer-required warranties relating to goods into which the products are incorporated. All such customer-required warranties are

incorporated herein by reference. Seller represents and warrants that its products are merchantable, free from any defects in material or workmanship and shall perform in accordance with any manufacturer's warranties. If any product fails to satisfy the warranty during any applicable warranty period, whether or not resold and shipped by Buyer, Buyer shall give written notice of such defective product(s) to Seller within 120 days of the date that Buyer becomes aware of such failure and shall deliver the defective product(s) to Seller within 120 days of the date when Buyer receives possession of such defective product(s). At Buyer's election, (a) Buyer may require that Seller promptly deliver to Buyer replacement products, (b) Buyer may set-off that portion of the price attributable to the defective products against current or future amounts owing to Seller, or (c) Seller shall credit any amounts owing from Buyer for that portion of the price attributable to defective products. Buyer shall ship any defective or non-conforming products to Seller on a freight prepaid basis and, at Buyer's election, deduct the amount of such prepaid freight from amounts owed to Seller or receive prompt reimbursement from Seller. If Buyer elects to receive replacement products, Seller shall deliver such replacement products to Buyer FOB Delivery Point on an expedited basis. All costs associated with the return of products to Seller and the redelivery of conforming products to Buyer for failure to satisfy the acceptance testing or warranty shall be at Seller's sole cost and expense.

9. **INSPECTION:** Buyer may inspect and evaluate all products (including all tooling and material used in their manufacture), and all services at times and places designated by Buyer. Seller will perform its inspections as designated by Buyer and Seller will make inspection systems, procedures and records available to Buyer upon request.
10. **RISK OF LOSS:** Unless a Purchase Order specifically provides otherwise, risk of loss or damage to products covered by a Purchase Order shall remain with Seller until, and shall pass to Buyer, only upon (a) delivery of the Products on board a carrier, if transportation is FOB Origin, or (b) formal acceptance by Buyer or delivery of possession of the products to Buyer at the destination specified in the Purchase Order, whichever is later, if transportation is FOB Delivery Point, except for products which fail to conform which shall remain with Seller until any non-conformance has been cured.
11. **APPLICABLE LAW:** The laws of the State of Pennsylvania shall be deemed applicable to all aspects of the transaction covering material ordered hereunder. Any action in connection with a Purchase Order or other agreement shall be brought exclusively in the federal or state courts of the State of Pennsylvania, and both parties consent to the jurisdiction thereof.
12. **COMPLIANCE WITH LAWS:** Compliance with Laws Seller agrees to comply with, and represents and warrants that it has fully complied with, all applicable laws, statutes, regulations, and ordinances of each country, state, province, county, municipality or other applicable governmental body, authority, and agency in connection with the manufacture, shipping and delivery of products.

Before or at shipment of any Good that requires a Safety Data Sheet ("SDS"), Supplier will deliver a current and complete SDS to Buyer. Supplier warrants that each Good is in compliance with, or exempt from, all applicable chemical control laws, including, without limitation, the United States Chemical Control Law known as "TSCA" and any other global chemical control laws applicable to the Goods. Supplier will promptly inform Buyer in writing of any change in a Good's regulatory status under any chemical control law.

13. Supplier acknowledges that as a government contractor, Buyer is subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action which may also be applicable to supplier. Accordingly, Supplier shall, to the extent they apply, abide by the requirements of 41 CFR §§ 60-1.4(a), 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. To the extent applicable, Buyer incorporates by reference 29 Code of Federal Regulations (C.F.R.) Part 471, Appendix A to Subpart A, as well as any E-Verify obligations described in FAR 52.222-54. If Supplier is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Contractor Veterans Employment Report VETS-100A, Supplier certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

14. **PATENTS:** Supplier warrants that the manufacture, sale or use of items furnished in an Order will not infringe any third party's patent, copyright or similar intellectual property rights. Supplier hereby agrees, at its sole expense, to defend, protect, indemnify, and hold Buyer, its subsidiaries, affiliates, directors, officers, agents, shareholders, or customers, harmless against any and all loss, cost, expense, damage, claim, demand, or any liability, including reasonable attorneys' and professional fees and costs incurred by or demanded, arising out of, resulting from, or occurring in connection with the manufacture, sale or use of any Goods, Services, or items provided by Supplier under this Order, that relate to any alleged: (a) patent, copyright, or trademark infringement, or; (b) violation of any other published third-party intellectual property right, as well as; from expenses incurred by Buyer in defense of such suit, claim, or proceeding in the event that Supplier does not undertake the defense thereof.
15. **INTELLECTUAL PROPERTY:** Supplier shall not use or display any of Buyer's patents, trademarks, service marks, trade names, copyrights or other tangible or intangible intellectual property right for which Buyer has not granted any license to use, without first obtaining Buyer's prior written consent. Supplier shall not release any publicity of any kind (including but not limited to, press releases, articles, brochures, advertising, promotional pieces, and speeches) related to this Order and/or the Goods or Services that Supplier is performing under this Order without Buyer's prior written authorization.
16. **CONFIDENTIALITY:** "Buyer Confidential Information" means all information or tangible materials, whether or not designated by Buyer as confidential, pertaining to: (a) product development, design, drawings, formulation, composition, research and development, or specifications; (b) product manufacturing techniques, rates or quantities; (c) equipment used to make Goods; (d) Buyer's customer information and any confidential information of Buyer's customer; (e) any other aspects of Buyer's business relating to Goods and Services, including without limitation marketing, sales, customers and non-public financial data; (f) Orders placed by Buyer and (g) the Parties' relationship. Supplier will: (a) keep all Buyer Confidential Information confidential and use Buyer Confidential Information only as necessary to perform Supplier's obligations under the Order and assure that its employees, agents and approved subcontractors abide by these confidentiality obligations. Supplier will return Buyer Confidential Information upon Buyer's request. Buyer Confidential information does not include information that is: (a) available to the public in any publication; (b) known to Supplier prior to its receipt from Buyer as evidenced by Supplier's written records; or (c) available to Supplier from another source without breach of any agreement or violation of law. If required by judicial or administrative process to disclose Buyer Confidential Information, Supplier agrees to promptly give Buyer notice, allow Buyer reasonable time to oppose such process, and seek to have the third party treat the information confidentially to the extent legally permissible.