



THIS ONLINE CUSTOMER AGREEMENT ("Agreement") is made by and between Ziemek Laboratories, Inc., a Washington corporation ("Company") and the customer who has agreed to and accepted this Agreement by separate signature ("Customer"). The Agreement shall be and become immediately and automatically effective upon delivery to the Company of the separate signature of Customer without further act or action.

WHEREAS, the Company values its customers and desires to avoid any and all misunderstandings between it and its customers regarding the terms and obligations of orders placed by its customers;

WHEREAS, the understandings set forth herein will help eliminate any potential future misunderstandings as set forth above;

NOW, THEREFORE, the Company and the undersigned Customer hereby agree as follows:

1. Full payment, as set forth on the Company's current price sheet (which is subject to change from time to time without prior notice), for all products, work, services, or shipments requested by the Customer pursuant to each order placed by the Customer shall be due within thirty (30) calendar days after the date of the statement therefore, regardless of when actually received by the Customer. All balances remaining past such date shall be considered PAST DUE. Any promotional discounts will be void if invoice total has not been paid. The Company may bring a single action for collection of any number of the Customer's PAST DUE balances, whether or not such balances were incurred pursuant to this order/request or any other order/request (even if such other order/request was not otherwise made in writing by the Customer as specified herein). The Customer also authorizes the Company to obtain and report credit information in regard to the Customer.
2. While the Company shall use its best reasonable commercial efforts to prepare all products, work, services or shipments requested by the Customer in a timely fashion, the Company cannot and does not represent or warrant that the same may be prepared or delivered by any particular date. The Customer may not claim any offset or reduction in price for any alleged late delivery, discrepancies, shortages, claims, or incorrect shipments.
3. All PAST DUE balances shall incur and bear and the Customer agrees to pay a late charge equal to two percent (1.5%) of any PAST DUE balance per month or portion thereof from and after the invoice date until the unpaid PAST DUE balance is paid in full, or as otherwise provided by the laws of your state. No late charges shall accrue during the first thirty (30) days from the date of the invoice (net 30 days). The late charge shall not be deemed to constitute the payment of interest or a finance charge. Notwithstanding the foregoing, the above late charge equates to an ANNUAL PERCENTAGE RATE (APR) of eighteen percent (18%).
4. All payments made by (or credits or discounts granted to) the Customer while a PAST DUE balance exists shall be applied first to late charges and second to PAST DUE

balances before being applied to current balances, unless elected otherwise by the Company.

5. The Company reserves the right to grant, at its sole discretion and on a case by case basis, credits or discounts for pre-paid accounts, or otherwise. Notwithstanding the foregoing, no such credits or discounts shall be allowed while a PAST DUE balance or default by the Customer under this Agreement exists, unless elected otherwise by the Company and provided to the Customer in writing.
6. All agreements between the Customer and the Company are expressly limited so that in no contingency or event whatsoever shall the amount of any late charge exceed the highest lawful rate permissible under applicable usury laws. If, for any circumstances whatsoever, any late charge hereunder shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable thereto, then ipso facto, the late charge shall be reduced to the limit of such validity, and if from any circumstances the Company shall ever receive an amount which might be otherwise deemed to be interest in excess of such limits, the same shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest. This provision shall control every other provision of all agreements between the Customer and the Company.
7. The Company shall, unless specified otherwise in writing by the Customer, determine the method of shipping or transport. The Customer shall be responsible for all shipping and transport costs, including, but not limited to, the payment and maintenance of any shipping or transport insurance. The Customer shall bear all risk of loss or damage during shipping or transport.
8. All orders/requests for products, work, services or shipments requested by the Customer shall be made in writing pursuant to the forms made available by the Company for such purposes. The Company reserves the right to disregard any other order/requests. The Customer shall supply the Company in writing with all specifications and information reasonably required by the Company to prepare the prostheses or product requested by the Customer. While the Company reserves the right to request, from time to time, further specifications or information, it expressly disclaims any duty to do so and may rely entirely upon the original specifications and information provided by the Customer without any duty of investigation. The Customer shall be solely responsible for the accuracy of any such specifications or information. Further, the Customer shall be responsible to inspect the prosthesis, products, work, services, or shipments requested by Customer, including, without limitation, all prostheses and other products, for proper application, fit, alignment and ultimate use. The Customer shall indemnify, defend, and hold the Company, and its principals, shareholders, directors, officers, employees, representatives, agents, successors and assigns, free and harmless from any and all claims, liabilities and damages, known and unknown, arising by reason of treatment of any patient of the undersigned or the actual application, fit, alignment or ultimate use of any prosthesis or product prepared by Company hereunder.
9. Any and all discrepancies, shortages, claims, or incorrect shipments must be reported immediately to the Company by the Customer and in no event later than ten (10) calendar days from the date of receipt. The Customer may not assert a discrepancy, shortage, claim, or incorrect shipment under this provision at any time after the prosthesis or other product has actually been applied, installed, or seated in any patient.

After the prosthesis or other product has actually been applied, installed, or seated in any patient the sole remedy of the Customer is under the Limited Warranty provided by the Company pursuant to the Limited Warranty Certificate, the terms and conditions of which are hereby incorporated in this Agreement. All notifications hereunder shall be made in writing and delivered to the Company, provided, however, that the Customer may notify the Company orally, by telephone or otherwise, so long as the Customer also contemporaneously prepares and promptly delivers to the Company a written record of such notification (and such written record is actually timely received and acknowledged in writing by the Company). In such event, the oral notification shall be deemed effective as of the date made. Unless notification is made and delivered as set forth above, the Customer shall be deemed to have inspected and accepted all products, work, services, or shipments of or by the Company. The Company shall, in its sole discretion, reasonably cure any discrepancies, shortages, claims, or incorrect shipments for which it may be responsible only if notified as set forth above. Discrepancies, shortages, claims, or incorrect shipments shall, subject to the foregoing conditions, be handled as follows:

1. Errors, omissions, or mistakes made by the Company shall be corrected by the Company at its own expense. The Customer shall request a return authorization from Company which Company shall reasonably provide. The Company will not remake or otherwise remedy any prosthesis unless and until proper return authorization has been requested and provided. Upon obtaining a return authorization, Customer shall promptly return any prosthesis in question, clearly and conspicuously identifying the same pursuant to the return authorization or as otherwise directed by the Company. The Company shall, at its option, either remake or repair any prosthesis in question for the prosthesis in question returned to Company as set forth above.
 2. Errors, omissions or mistakes made by Customer may be corrected by the Company, at the sole discretion of the Company, depending upon the nature of the case, at the expense of the Customer. Provided, however, that it is the policy of the Company not to profit from the mistake of the Customer.
10. This Agreement is made in conjunction with the terms and conditions of a Limited Warranty evidenced by a Limited Warranty Certificate (the terms of which are hereby incorporated in this Agreement). As set forth in the Limited Warranty Certificate:
1. THE COMPANY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS THAT MAY BE OBTAINED BY USING THE PROSTHESIS OR OTHER PRODUCT. IN NO EVENT WILL THE COMPANY BE LIABLE TO ANY PARTY, INCLUDING, BUT NOT LIMITED TO THE PATIENT, FOR ANY INJURY OR DAMAGES RESULTING FROM ANY USE OF THE PROSTHESIS OR OTHER PRODUCT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR PAIN AND SUFFERING, WHETHER CLAIMED BY YOU, THE PATIENT, OR ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER.
 2. THE COMPANY IS NOT LICENSED TO PRACTICE DENTISTRY AND DOES NOT KNOW THE PARTICULAR CIRCUMSTANCE AND APPLICATION UNDER WHICH THE PROSTHESIS OR OTHER PRODUCT IS TO BE UTILIZED, AND, THEREFORE, THE COMPANY DOES NOT AND CANNOT WARRANT THAT THE PROSTHESIS OR OTHER PRODUCT IS FIT FOR ANY PARTICULAR PURPOSE OR THAT THE SAME IS OR ARE IN ANY WAY MERCHANTABILITY. THE COMPANY MAKES NO OTHER

WARRANTIES AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, INCLUDING HOW LONG THEY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE CUSTOMER.

11. The Customer acknowledges that no patient of the Customer, or any other person not a signatory to this Agreement, will be considered a third party beneficiary to this Agreement and that no such person will be able to enforce against the Company any promises, representations or warranties, if any, made by the Customer to such patient or other person.
12. By separate signature, the Customer, and each undersigned individual(s), who may be either principals of the Customer or a guarantor of its obligations, or upon whom the Company may otherwise rely for payment hereunder, hereby provides written instruction to the Company or its designee (and any nominee or potential assignee thereof) authorizing review of its/his/her personal credit profile from any credit collection or reporting bureau. Such authorization shall extend to obtaining a credit profile in considering the application of the Customer for credit hereunder or otherwise and subsequently for the purposes of update, renewal or the extension of such credit and for reviewing and collecting the resulting account, now and from time to time, as may be needed in the credit evaluation and review process and waives any right or claim they would otherwise have under Fair Credit Reporting Act in the absence of this continuing consent.
13. A photocopy or facsimile of this Agreement, or any separate credit information authorization executed in conjunction herewith, or any other separate signature of the Customer, shall be valid as the original. In addition to authorizing review of such credit profile from any credit collection or reporting bureau, the Customer and the undersigned individual(s) also authorizes its/their financial institutions and creditors to release credit information required by Company or its designee (and any assignee or potential assignee thereof). The Customer and each individual(s) acting on behalf of the Customer affirm their identity as the respective entities and individuals identified in the related separate application, if any. The Customer and the individual(s) acting on behalf of the Customer state that all of the statements and information provided in conjunction with this Agreement are true & complete.
14. This agreement shall be read in conjunction with the provisions set forth on the reverse hereof (including name, description of products, work, services, or shipments, etc.), the Limited Warranty Certificate, and any invoice or invoices between the Company and the Customer, all of which provisions are hereby incorporated herein, and all of which shall constitute the entire agreement between the parties hereto pertaining to the subject matter contained herein and shall supercede all prior and contemporaneous agreements, representations and understanding of the parties. No waiver of any of the provisions of this Agreement 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 the party making the waiver.

15. By separate signature, the Customer, and each undersigned individual(s), who may be either principals of the Customer listed on the reverse or a guarantor of its obligations, or upon whom the Company may otherwise rely for payment hereunder, hereby agrees: (1) to the terms and conditions of this Customer Agreement set forth online pursuant to the Washington Electronic Authentication Act that the online Customer Agreement constitutes an electronic record in satisfaction of the provisions of Revised Code of Washington (Title 19 Chapter 19.34). The Customer acknowledges that the Customer is able to access this online Customer Agreement and that if the Customer is or becomes unable to access this online Customer Agreement, the Customer may send a written request to the Company for a paper copy of this Customer Agreement and the Company shall mail a paper copy of the Customer Agreement to the Customer at the address provided by the Customer. The Customer further agrees to check the website of the Company on a periodic basis to obtain amendments, if any, to this Customer Agreement.
16. Should any provision or portion of this Agreement be held or otherwise become unenforceable or invalid for any reason, the remaining provisions and portions of this Agreement shall be unaffected by such unenforceability or invalidity.
17. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, except as set forth herein, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, except as set forth herein, nor shall any provision give any third person any right of subrogation or action over against any party to this Agreement, except as set forth herein.
18. This Agreement shall be binding on, and shall insure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns.
19. If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover as an element of their damages reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which said prevailing party may be entitled.
20. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington without application of or reference to any choice of law rules.
21. This Agreement is deemed to have been entered into, and primary performance will be deemed to be in Olympia, WA.

STATEMENT OF CONFORMITY

Ziemek Laboratories is the manufacturer of patient-specific dental services.

These dental appliances are in conformity with the provisions of the U.S. Code of Federal Regulations Title 21 and the US Food and Drug Administration (FDA) Sub Chapter H, Part 820, Quality System Regulation and more specifically the Current Good

Manufacturing Practices and the requirements of the DAMAS Management System Specification.

In the event that the licensed dental client has supplied some of the materials, etc. for incorporation in a particular custom-made dental appliance, then this appliance cannot be guaranteed to fully meet with the applicable relevant essential requirements.

This statement is dated the 28th day of February, 2013.