



TERMS & CONDITIONS OF SALE

1. SCOPE

The Terms and Conditions ("Terms") contained herein shall apply to all orders accepted by TherOzone, LLC. These Terms apply to all sales made by TherOzone, LLC except to the extent the Terms conflict with a Sales Agreement signed by TherOzone, LLC and Buyer. TherOzone, LLC's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of TherOzone, LLC before becoming binding on either party.

2. FOR PROFESSIONAL USE ONLY

TherOzone is available only to licensed dental and medical professionals and researchers only.

3. PRICE, TAXES AND QUOTATIONS

Prices are subject to change without notice. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate.

4. PAYMENT TERMS

Unless otherwise agreed in writing, all payments are to be in United States dollars. In the event that TherOzone, LLC is required to bring legal action to collect delinquent accounts, Buyer agrees to pay reasonable attorneys fees and costs of suit.

5. ORDER CANCELLATION

(a) Buyers Cancellation for Convenience: Buyer may cancel any order for convenience on the following terms: (i) For standard products, Buyer may cancel or reschedule a product without penalty if the cancellation is prior to the Confirmed Shipping Date (as specified in TherOzone, LLC's Order Acknowledgement or other document); (ii) For nonstandard parts or custom products, Buyer may cancel or reschedule more than thirty (30) days from the Confirmed Shipping Date, except that Buyer shall accept delivery of all such products which are completed at the time of cancellation or rescheduling. Those nonstandard products which are in the work-in-process inventory at the time of cancellation or rescheduling, shall be paid for by Buyer at a price equal to the completed percentage of the product multiplied by the price of the finished product. Buyer also shall pay promptly to TherOzone, LLC the costs of settling and paying claims arising out of the termination of work under TherOzone, LLC's subcontracts or vendors and any accounting, legal, and clerical costs arising out of the cancellation.

(b) Buyers Cancellation for Default: Upon written notice to TherOzone, LLC, any order may be canceled in whole or in part in accordance with the terms hereof, because of TherOzone, LLC's failure to deliver products by the Confirmed Shipping Date (this failure hereinafter called "Default").

6. SHIPMENT TERMS

Any delivery or shipment date provided to Customer is TherOzone, LLC's good-faith estimate. Customer acknowledges that product availability may be limited, and particular products may not be available for

immediate delivery. TherOzone, LLC will not be liable for any loss, damage, cost, or expense related to any delay in shipment or delivery.

TherOzone, LLC reserves the right to suspend shipment of particular products at TherOzone, LLC's discretion. TherOzone, LLC agrees to notify Customer if TherOzone, LLC chooses not to ship particular products which have previously been ordered by Customer or in the event shipment is delayed.

7. NON-CONFORMING DELIVERY AND RISK OF LOSS

Buyer shall notify TherOzone, LLC of any visible defects, quantity shortages or incorrect product shipments within seven (7) days of receipt of the shipment. Failure to notify TherOzone, LLC in writing of any visible defects in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products on the basis of visible defects, shortages or incorrect shipments, subject to Buyer's rights under Section 9. Risk of loss and title shall pass to Buyer as soon as the products have been placed with a transport agent.

8. RETURN AND REFUND POLICY

Unless the product you purchase is marked "No Returns for Refund" TherOzone, LLC will accept returned products for refund within the first thirty (30) days from the date the product is received by the customer. After the thirty-day period expires, TherOzone, LLC does not accept returned products for refund. However, your limited warranty for the product you purchase still applies.

To return products, please contact TherOzone, LLC's return authorization agents by calling 310-581-5585. Upon receiving TherOzone, LLC's approval to return a product, customer will be given a return authorization number (called an RMA Number) and instructions to ship the product to TherOzone, LLC. Product will only be accepted for refund within 15 days after the RMA Number is issued. After 15 days, the product will be serviced under the normal warranty procedure.

Returned products must include all original cables, manuals, documentation and packaging materials. If customers fail to return all items shipped with the product, TherOzone, LLC reserves the right to charge customers for any missing items.

TherOzone, LLC reserves the right to refuse returns that show excessive wear and tear. TherOzone, LLC reserves the right to charge customers for any costs incurred by TherOzone, LLC to refurbish the product or restore it to resalable condition.

9. LIMITED WARRANTY

Except as specified below, products sold hereunder shall be free from defects in materials and workmanship and shall conform to TherOzone, LLC's published specifications or other specifications accepted in writing by TherOzone, LLC for a period of one (1) year from the date of shipment of the products. The foregoing warranty does not apply to any products which have been subject to misuse, neglect, accident or modification or which have been soldered or altered such that they are not capable of being tested under normal test conditions. TherOzone, LLC shall make the final determination as to whether its products are defective. TherOzone, LLC's sole obligation for products failing to comply with this warranty shall be, at its option, to either repair, replace or issue credit for the nonconforming product where, within fourteen (14) days of the expiration of the warranty period, (i) TherOzone, LLC has received written notice of any nonconformity; (ii) after TherOzone, LLC's written authorization, Buyer has returned the nonconforming product to TherOzone, LLC; and (iii) TherOzone, LLC has determined that the product is nonconforming and that such nonconformity is not the result of improper installation, repair or other misuse. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THEROZONE, LLC DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH ITS PRODUCTS. Buyer shall pass this warranty to any third-party purchaser of TherOzone, LLC products.

10. LIMITED LIABILITY

Neither TherOzone, LLC nor Buyer shall be liable for incidental or consequential damages, including but not limited to, the cost of labor, requalifications, rework charges, delay, lost profits, or loss of goodwill arising out of the sale, installation or use of any TherOzone, LLC product. If TherOzone, LLC has any liability for breach of contract, breach of any implied condition, warranty or representation, the aggregate liability of TherOzone, LLC to Buyer shall be limited in respect of any occurrence or series of occurrences to the contractual value of the products or services that are the subject of the contract.

11. CONFIDENTIAL INFORMATION

Except as required by law, neither party shall use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of the other it reasonably knows to be confidential.

12. EXPORT REGULATIONS

Buyer agrees to comply fully with all laws and regulations concerning the purchase and sale of products. In particular, Buyer agrees to comply with the Export Administration Regulations of the United States in so far as they apply to the sale of products. The products are licensed by the United States for delivery to the ultimate destination as shown on the shipment/invoice address and any contrary diversion is prohibited.

13. WAIVER

Failure by TherOzone, LLC to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

14. APPLICABLE LAW

Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of California, USA.

Effective Date: 9/2007

**TherOzone, LLC**

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