

JAMES R. GLIDEWELL, DENTAL CERAMICS, INC. AND SUBSIDIARIES PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT** These Standard Purchase Order Terms and Conditions ("Terms and Conditions") shall apply to any Purchase Order ("P.O.") issued to a vendor ("Seller") by James R. Glidewell, Dental Ceramics, Inc. and any of its subsidiaries ("Buyer"). Unless otherwise provided in a separate written agreement executed by Seller and Buyer, each P.O. accepted by Seller, together with all documents expressly referenced in such P.O. and these Terms and Conditions, (a) shall constitute the entire agreement ("Agreement") between Buyer and Seller with respect to the purchase, sale and delivery of the products described in such P.O. ("Products") and the performance of any services or work described in the P.O. ("Work"); and (b) shall supersede all prior agreements, understandings and representations between Seller and Buyer with respect thereto. Any different terms stated by Seller in any proposal, quotation, confirmation, acknowledgment, invoice, or otherwise shall be of no force and effect, and no course of dealing, usage of trade or course of performance shall be relevant to explain or supplement any term expressed in the Agreement. By acting on this P.O. or delivering Product and/or Work (complete or incomplete) against the P.O., Seller is agreeing to all Terms and Conditions. These Terms and Conditions will supersede any conflicting terms in any future agreements unless expressly stated otherwise in a written agreement signed by the parties or expressly stated in the P.O.
2. **DELIVERY** All deliveries of Products shall be made to the ship to address on the P.O. (Destination). Seller shall deliver Products and/or complete Work specified in the P.O. on or before the applicable requested date indicated in the P.O. ("Due Date"). Buyer, in its sole discretion, may refuse to accept Products delivered or Work performed more than two weeks prior to Due Date, or after the Due Date. Time is of the essence in the performance of Seller's obligations under the Agreement.
3. **TITLE AND RISK OF LOSS** Seller warrants that it has good and clear title, free from any security interest, lien or other encumbrance, to all Products and Work. Title and risk of loss or damage to Products shall pass to Buyer upon delivery to the Destination, subject to Buyer's right to reject non-conforming Products. Risk of loss of any non-conforming Products shall remain with Seller unless and until Buyer finally accepts such Products.
4. **INSPECTION: ACCEPTANCE** Final inspection of Products and Work shall be at Destination unless otherwise specified in a written agreement signed by both parties. Buyer shall either accept or reject Products or Work within the later of (a) 60 days after the Due Date specified in the P.O.; or (b) 60 days after receiving such Products or Work. Any non-conformity in any Products or Work shall be deemed to substantially impair the value of the Agreement to Buyer, and shall entitle Buyer to reject such Products or Work or to revoke its acceptance thereof. At Buyer's option, Buyer may return non-conforming Products or Work to Seller, freight collect, or Buyer may modify or adapt non-conforming Products or Work to render it acceptable. If Buyer elects to return such non-conforming Products, Seller shall issue a return authorization number for all non-conforming Products within 24 hours after Buyer's request, and such non-conforming Products shall be the property of Seller. If Buyer elects to modify or adapt non-conforming Products or Work, Buyer may offset all costs incurred in performing any such modifications or adaptations against any and all amounts otherwise due to Seller or, at Buyer's option, may bill Seller directly for such costs. Buyer may set off any liability it owes to Seller against any liability for which Buyer determines Seller is liable to Buyer.
5. **PRICE AND PAYMENT TERMS** Seller represents and warrants that the prices for Products and Work set forth on the P.O. are at least as low as the price charged by Seller to other buyers for similar volumes of the same Products or similar Products. The P.O. will specify whether items listed therein are taxable, and Seller shall invoice Buyer accordingly. Unless specified in the P.O., Buyer shall pay for Products and Work accepted within the later of (a) 30 days after Buyer's acceptance of such Products or Work or (b) 45 days after receipt of Seller's invoice therefor. Buyer shall have no obligation to pay for any Products or Work that is rejected or as to which acceptance is revoked in accordance with Paragraph 4.
6. **WARRANTIES** Seller warrants that all Products and Work shall be free from defects in workmanship and material and fit for the purposes for which such Products or Work is intended. All Products and Work shall contain all new materials, unless expressly stated otherwise, shall strictly conform to the requirements stated in the P.O. and all other specifications furnished by Buyer, and shall conform to Seller's specifications to the extent such specifications are not superseded by more stringent specifications provided by Buyer. The foregoing warranties shall remain in effect for the greater of (a) Seller's stated warranty period provided to any of its customers; or (b) a period of four years after Buyer's acceptance of Products or Work, except that in the case of any latent defect or any defect caused or concealed by fraud or gross negligence, the warranty period shall be extended until the expiration of one year after Buyer's actual discovery of such defect. As a remedy for breach of any of the foregoing warranties, Buyer may elect, at Buyer's option, (a) the repair or replacement of non-conforming Products or Work, which shall be accomplished by Seller at no charge to Buyer in accordance with Paragraph 4; (b) modification or adaptation of the non-conforming Products or Work at Seller's expense in accordance with Paragraph 4; or (c) return of the non-conforming Products or Work to Seller and full refund to Buyer of the total purchase price paid therefor.
7. **INFRINGEMENT AND INDEMNIFICATION** In addition to the warranties set forth in Paragraph 6, Seller warrants that all Products and Work shall be delivered free of any claim that such Products or Work infringes any patent, copyright, trade secret or other intellectual property right of any third party, except insofar as such claims are based solely on Seller's literal compliance with Buyer's written specifications for such Products or Work. Seller shall indemnify, defend, and hold harmless Buyer and its representatives, officers, directors, employees, agents, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, other fees, and the costs of enforcing any right to indemnification under these Terms and Conditions and the cost of pursuing any insurance providers, (collectively, "Losses") relating to any claim of a third party alleging: breach or non-fulfillment of any representation, warranty, and any negligent or more culpable Act or omission of Indemnifying Party or its personnel (including any strict product liability, recklessness or willful misconduct) in connection with the performance of its obligations under these Terms and Conditions or the sale of any Products, including any bodily injury, death of any person or damage to real or tangible personal property caused by any acts or omissions of Indemnifying Party or its personnel or any failure by Indemnifying Party or its personnel or the Products to comply with any applicable law or regulation. Buyer will notify Seller of any such claim and permit Seller, at Seller's sole expense, to defend or settle such claim. In the event that any Product or Work is determined to infringe any intellectual property right of any third party, Seller shall, at Buyer's option, either (a) obtain from such third party, at Seller's sole expense, the right for Buyer and Buyer's customers to continue using the infringing Products and/or Work; (b) modify Products and/or Work at Seller's sole expense so as to render them non-infringing, while maintaining substantially identical fit, form and function; or (c) refund to Buyer the total purchase price paid for all infringing Products and Work.
8. **INSURANCE** Without limiting Seller's indemnification obligations, all Work or Products provided by Seller shall be covered at all times by the following insurance: Commercial general liability insurance with limits no less than \$1 million for each occurrence and \$2 million in the aggregate, including bodily injury and property damage and products, completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Seller under this Agreement; worker's compensation with limits no less than the minimum amount required by applicable law; and a Commercial automobile liability with limits no less than \$1 million combined single limit for each occurrence involving personal injuries and/or property damage. Seller shall ensure that all insurance policies required are issued by insurance companies reasonably acceptable to Buyer; provide that such insurance carriers give Buyer at least 30 days prior notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, Seller has new insurance policies in place that meet the requirements of this paragraph; provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Seller shall be excess and non-contributory; name Buyer and all affiliated entities, and successors and permitted assigns, as additional insured by endorsement; and waive any right of subrogation of the insurers, by endorsement, against Buyer or any of its affiliates. Seller shall provide Buyer

with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this paragraph prior to any transaction and shall not do anything to invalidate such insurance.

9. **PATENT AND DATA RIGHTS** Seller agrees to promptly disclose to Buyer, and upon request to assign to Buyer, each invention conceived or first actually reduced to practice during the performance of the Agreement. Seller hereby grants to Buyer a royalty-free, non-exclusive, unrestricted, irrevocable, worldwide license to use, duplicate or disclose for any purpose whatsoever and to authorize others to do so all data and information (including but not limited to writings, recordings, pictorial reproductions, drawings, computer programs, other graphic representations and works of any similar nature) arising from or in connection with Product or Work.
10. **CONFIDENTIALITY; PUBLICITY** Except as necessary for its performance under the Agreement, Seller shall not disclose to any person (including but not limited to any company affiliated with Seller and any consultant or independent contractor of Seller), reproduce or use any information furnished by Buyer under the Agreement (whether or not marked as confidential or proprietary). At Buyer's request, Seller shall return all such information to Buyer. Seller shall not issue any news release, advertisement, publicity or promotional material regarding the Agreement or Seller's relationship with Buyer without Buyer's prior written consent. The provisions of this Paragraph 10 shall survive the termination or cancellation of any or all P.O.'s under the Agreement.
11. **CHANGES** Buyer may at any time instruct Seller to make changes within the general scope of the Agreement in any of the following: (a) Buyer's drawings, designs, or specifications furnished to Seller; (b) Seller's method of shipment or packing; (c) quantities of Products ordered; (d) place of delivery; and/or (e) delivery schedule. If any such change causes an increase or decrease in the cost of, or time required for, performance under the Agreement, Seller shall have 30 days to request adjustments in the price and/or delivery schedule for Products or Work directly affected by Buyer's changes. To the extent that Buyer agrees to such adjustments, Buyer will revise the P.O. accordingly. Any request by Seller for adjustments under this Paragraph 11 shall be deemed waived if not asserted within such 30-day period, and failure to agree to an adjustment shall not excuse Seller from performing in accordance with the revised P.O. In the event that Seller makes changes in its design, manufacturing process or specifications that affect Products or Work, even if such changes do not materially alter the form, fit or function of such Products or Work, Seller shall inform Buyer of such changes not less than 30 days before the Due Date in the P.O. specified for such Products or Work.
12. **REPRESENTATIONS** By acceptance of Buyer's P.O., Seller is certifying that Seller is in full compliance with the Fair Labor Standards Act of 1938, as amended, regulations issued thereunder, and all other applicable federal, state and local laws and regulations. Upon request, Seller shall furnish Buyer with satisfactory evidence of its compliance with the representations in this Paragraph 12. Specifically, Seller certifies that the products and any materials incorporated into its Products comply with any applicable laws regarding slavery and human trafficking of the country or countries in which Seller is doing business. Sellers must not support, promote or engage in the practice of slavery or human trafficking. Sellers are further expected to take reasonable and necessary steps to help ensure that their subcontractors and sub-suppliers conduct business in compliance with the Glidewell Supplier Code of Conduct. Sellers are expected to promptly take corrective action to address any deficiencies identified with respect to compliance with the Glidewell Supplier Code of Conduct.
13. **PRODUCT SPECIFICATION CHANGES** Seller shall notify Buyer in advance and in writing of any proposed change in the following aspects of the Products or their components: design, material, composition or source of any raw material; method of producing, processing or testing; change in subcontractors for producing, processing or testing; site of manufacture; labeling; and/or substantial change to any quality control system. No such change shall be made without Company's prior written consent. Seller shall provide product to Buyer's print specifications, if any.
14. **TERMINATION; CANCELLATION** Unless otherwise provided in a separate written agreement executed by Seller and Buyer, Buyer may terminate any P.O. or any portion thereof upon giving notice to Seller of such termination not less than two business days prior to the earliest applicable Due Date set forth in the original P.O., and Buyer will revise or revoke the P.O. accordingly. Within ten business days after receiving notice of such termination, Seller shall advise Buyer in writing of any cancellation charges it desires to impose as a direct result of such termination. To the extent such charges are deemed reasonable in Buyer's sole discretion, Buyer will pay such cancellation charges within 45 days after the date of Seller's written request. Notwithstanding the foregoing, Buyer may cancel any P.O. or portion thereof without charge at any time upon notice to Seller if: (a) Seller fails to timely perform any of its obligations under the Agreement and such failure is not cured within five days after written notice of such failure is delivered to Seller; or (b) there is or comes to be any material misstatement or omission in the Product specifications submitted to Buyer by Seller (if any) or in any of Seller's representations in these Terms and Conditions.
15. **ASSIGNMENT** Seller shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Buyer, and any assignment in violation of this provision shall be null and void. Notwithstanding the foregoing, Seller may assign claims for monies due or to become due under the Agreement without Buyer's consent provided that: (a) Seller promptly furnishes Buyer with two signed copies of all documentation evidencing such assignment; and (b) payment to any assignee shall be subject to setoff or recoupment of any present or future claim(s) that Buyer may have against Seller. Regardless of any such assignment, Buyer shall continue to deal directly with Seller with respect to all matters other than payment of monies due under the Agreement.
16. **ARBITRATION** The Buyer and Seller agree to waive all rights to a jury trial for any issue arising from this Agreement. The parties agree that the arbitration will be conducted in accordance with the rules of the American Arbitration Association's rules for commercial arbitration in effect at the time, and the arbitration will be conducted in Orange County, California. Cost of arbitration will be split equally by the parties, and each party shall pay its own attorney fees, except that the prevailing party will be entitled to recover its reasonable attorney fees from the other party. The parties agree to execute any further documents and take any necessary actions to initiate arbitration consistent with this paragraph 16.
17. **EQUAL OPPORTUNITY** The Agreement is subject to Executive Order 11246 and Labor Department Order No. 4, including revision of December 4, 1971, OFCCP Order NO. 14, January 14, 1972, section 503 of the Rehabilitation's Act of 1973, sections 402 of the Vietnam Era Veterans Readjustment and Assistance Act of 1974, the Americans with Disabilities Act of 1990, and all rules and regulations promulgated pursuant thereto, as any of such laws or regulations may be amended at any time, all of which are incorporated herein by this reference.
18. **MISCELLANEOUS PROVISIONS** No addition or modification of the Agreement shall be effective unless made in writing and signed by the authorized representatives of Seller and Buyer. Any delay or failure to enforce at any time any provision of the Agreement shall not constitute a waiver of the right thereafter to enforce each and every provision thereof. If any of the provisions of the Agreement is determined to be invalid, illegal or otherwise unenforceable, the remaining provisions shall continue in full force and effect. The rights and remedies expressly provided to Buyer herein are not exclusive, but are cumulative and in addition to any other rights and remedies available at law or in equity.
19. **CORRESPONDENCE** Seller shall place Buyer's applicable P.O. number on all notices, correspondence, invoices, packing slips and packages pertaining thereto. All written correspondence other than invoices shall be sent to the attention of the persons identified as the "buyer" on the P.O. and shall be addressed to the Bill to address on the P.O. All invoices shall be sent to the attention of the Accounts Payable Department. If required by Buyer, Seller will provide written order acknowledgments.