

Terms and Conditions



THESE TERMS AND CONDITIONS ("TERMS") APPLY TO ALL GOODS AND/OR SERVICES ("PRODUCTS") SOLD AND/OR PERFORMED BY PARAMOUNT DENTAL STUDIO ("PARAMOUNT") AND ARE INCORPORATED INTO EACH AND EVERY FEE SCHEDULE, INVOICE, STATEMENT OR OTHER DOCUMENT ISSUED BY PARAMOUNT. BY PURCHASING PRODUCTS FROM PARAMOUNT, CUSTOMER INDICATES THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THESE TERMS WITHOUT MODIFICATION.

1. Orders. Paramount accepts orders for Products nationwide in the United States. Orders placed after 12 p.m. (PT) / 3 p.m. (EST) will be processed on the next business day. Paramount currently does not accept international orders. All orders for custom-made or patient-specific Products, including but not limited to restorations, occlusal guards, smile design cases and surgical guides, are non-cancellable and non-returnable except pursuant to these Terms.

2. Prices. Prices for Products shall be those shown on a fee schedule. Unless otherwise expressly stated on the face of the fee schedule, prices do not include storage, handling or transportation charges or any applicable federal, state, local or foreign duties or taxes, including excise, sales or use. Paramount reserves the right to invoice Customer for any such charges, duties and taxes that are or may become payable by Paramount.

3. Payment Terms. Unless otherwise stated on an invoice or monthly statement, all payments are due and payable on the first business day after the 14th day of a month for the previous month's invoices; however, Paramount may require prepayment or other terms from time to time. Paramount may at any time decline to make any shipments or make any Products. If any payment owed to Paramount is not paid when due, it shall bear interest at the lesser of 2% per month or the maximum rate permitted by law, from the date on which it is due until it is paid. Customer shall pay all costs, including reasonable attorney's fees, incurred by Paramount in any action brought by Paramount to collect payments owing or otherwise enforce its rights. Customer shall not setoff against any invoiced amounts due or to become due from Customer any amounts due or to become due from Paramount.

4. Shipping and Delivery. Paramount ships all Products with FedEx overnight shipping at a flat rate of \$9 per box (except in certain areas where FedEx requires 2 days). Paramount tries to include multiple Products in one box whenever possible. All sales of Products are EXW Paramount's production location in Huntington Beach, CA (Incoterms 2010) unless otherwise expressly stated on the fee schedule, invoice or monthly statement. Paramount's liability for delivery shall cease upon Paramount's delivery to the carrier at the EXW delivery point. Paramount does not guarantee the performance of independent carriers. Title and all risk of loss or damage to the Products shall pass to Customer upon delivery to the carrier and Customer shall assume full responsibility for negotiating with the carrier in case of incorrect delivery, late delivery, loss or damage. Paramount shall not be liable for any late delivery caused by the failure of Customer to provide any necessary information in a timely manner. Promptly upon receipt, Customer shall examine Products for any damage or missing items and shall notify Paramount no later than 5 days from receipt of any Products.

5. Warranty. All dental Products are made according to Customer's specifications and approval. Paramount will, at Paramount's option, (i) repair, (ii) replace or (iii) refund the original price paid for, any Product that is placed and then structurally fails (provided that such Product is returned to Paramount) without charge for the cost of materials and workmanship as follows: (a) implant abutments as per the manufacturer's warranty; (b) porcelain to metal, all ceramic (including screw-retained zirconia bridges), all metal, single-unit inlay, onlay and crown composite resin final prosthetics and milled implant bars, up to 7 years; (c) occlusal guards if the failure is due to defects in materials or workmanship, or provisionals, up to 6 months; and (d) fully guided and pilot-guided surgical guides up to 30 days if the failure is due to defects in materials or workmanship. Customer agrees to pay all other costs of repair and replacement of a

Product, including but not limited to all shipping charges for returned and replaced Products. THE WARRANTIES IN THIS SECTION 5 ARE EXCLUSIVE AND PARAMOUNT EXPRESSLY DISCLAIMS AND CUSTOMER WAIVES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. IN NO EVENT SHALL PARAMOUNT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGE, LOSS, COSTS, OR CLAIMS, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), INCLUDING WITHOUT LIMITATION LOSS OR DAMAGE RESULTING FROM COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFIT, OR LOSS OF REVENUE. PARAMOUNT'S TOTAL LIABILITY FOR ANY PRODUCT SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT IN QUESTION.

7. Force Majeure. Paramount shall not be liable for any delay or failure to perform that is caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, fires, epidemics, floods, riots, wars, sabotage, labor disputes, strikes, governmental actions or inability to obtain materials, components, energy, manufacturing facilities, or transportation.

8. Confidential Information. Customer shall maintain the confidentiality of all non-public information of Paramount, including but not limited to Paramount's fee schedule, and prevent the unauthorized disclosure, publication or use thereof.

9. Dispute Resolution. These Terms and the purchase of any Products from Paramount shall be governed by the laws of the State of California without regard to any applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Any and all disputes between Customer and Paramount shall be adjudicated and resolved exclusively through binding arbitration before the American Arbitration Association pursuant to its then-in-effect Commercial Arbitration Rules. Paramount and Customer shall each pay their own attorney's fees and costs except as otherwise provided herein. The administrative filing fee and the arbitrator's fees shall be paid by the non-prevailing party. Any arbitration shall be seated in Los Angeles, CA. Any arbitration award shall be final and binding on the parties and shall be enforceable by any court of competent jurisdiction.

10. Miscellaneous. Paramount's failure to enforce its rights under these Terms at any time for any period shall not be construed as a waiver of such rights. No course of dealing or custom in the trade shall constitute a modification or waiver by Paramount of any right. These Terms, together with fee schedules provided to Customer, monthly statements and invoices, constitute the entire agreement between Customer and Paramount with respect of any Products, and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to Products. In case any provision in these Terms shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Paramount reserves the right to change these Terms anytime without prior notice.