



KEYPRINT® TERMS AND CONDITIONS OF SALE

GENERAL

These general terms and conditions of sale and delivery shall apply to all offers, quotations and contracts made by Mycone Dental Supply Co., Inc. d/b/a Keystone Industries ("Keystone"), in which Keystone undertakes to deliver KeyPrint® materials ("Products") to buyer. Departures from these general terms and conditions will only be valid if expressly agreed to in writing by Keystone. If these general terms and conditions are also drawn up in a language other than English, in the event of any conflict, the English text shall always prevail.

ORDERING AND DELIVERY

1. ORDERING:

Phone Orders: Monday - Friday, 8:30 AM to 5:00 PM, Eastern Standard Time

Placing Orders via Fax: 856-224-9444

Drop Ship Orders: Are subject to a \$7.50 fee.

Purchase Orders: Buyer shall send purchase orders ("Purchase Orders") for Product(s) at least thirty (30) days prior to the proposed delivery dates for such Product(s). Each Purchase Order shall specify the (i) quantity of Product(s) desired; (ii) the dates of delivery by which the Product(s) must be delivered; and (iii) shipping destination. Within three (3) business days of receiving a Purchase Order, Keystone shall give written notice to Buyer specifying the acceptance of such Purchase Order. If Keystone fails to accept or reject in writing the Purchase Order within such three (3) day period, such Purchase Order shall be deemed to have been accepted by Keystone. In the event that Keystone rejects a Purchase Order, the Parties will promptly consult with each other to resolve the underlying issues as promptly as feasible and such Purchase Order will be modified accordingly. Purchase Orders may neither be canceled nor modified by either Party, except as expressly agreed in writing by both Parties.

2. DELIVERY:

- 2.1 Keystone delivers domestic orders via insured ground service carrier. Next Day Air, Second Day Air, and Third Day Select Delivery are available at an additional charge upon request. Hazardous materials are subject to the carrier's handling charge and some items may not be shipped by air.
- 2.2 Keystone shall ship the Product(s) F.O.B. to such destinations chosen by Buyer. Keystone shall arrange for the delivery of the Product(s) to the carrier specified by Buyer once the delivery date is confirmed. Keystone shall pack and address the Product in accordance with the Purchase Order.

NOTE: For orders outside the continental U.S., call for shipping rates. Claims for damages or shortages must be made within 7 days of receipt. Damaged shipping cartons must be noted as such when signed for. All carton counts must be checked and signed for by the receiver in order for any discrepancies to be reconciled with the shipper.

- 2.3 The delivery time shall commence at such time as all preconditions of sale have been satisfied and Keystone has also accepted any security for payment which may have been agreed or have received any prepayment. The buyer's failure to comply with its duty to effect payment (or to do so on time), shall have the effect of suspending Keystone's duty to effect a delivery. Keystone shall not be in default in respect of such delivery time until the buyer notifies it in writing that it is in default, in doing so stipulates a reasonable period of time within which Keystone has the opportunity to effect delivery, and the latter still fails to do so.
- 2.4 Keystone shall not be liable for any harm due to late delivery if and insofar as this is attributable to circumstances beyond Keystone's control and sphere of risk, which is deemed to include late or non-compliance on the part of its suppliers or the transport company it engages. In no event will Keystone be liable to buyer for any incidental, consequential, or special damages as a result of any late delivery.

PAYMENT

1. Open accounts may be established following approval of a completed Credit Application. Open account invoices are payable 30 days from date of invoice. Past due accounts are subject to finance charge of 1-1/2% per month. Payment may be made by check and accounts awaiting open account status may pay using Visa, Mastercard and American Express. All orders are payable in U.S. dollars. Any checks returned by the bank for non-sufficient funds may be subject to a \$25 fee.
2. Keystone shall at all times have the right to demand full or partial payment in advance. As to all other sales, terms of payment shall be determined per transaction.
3. In the event that payment is not made on time, the buyer shall be deemed to be in default without the need for any notice of default, and it shall be charged the statutory interest for business transactions over the amount due per month or part of one, as well as all of the expenses involved in collecting its debt. In the absence of timely payment, Keystone shall be entitled either to suspend further delivery or to terminate all or part of the relevant agreement without the need for a notice of default.

COMPLAINTS AND RETURNS

1. All returns require prior return authorization. Contact our customer service department or your sales representative for return authorization. The following conditions must be complied with:
 - All products must be returned complete with all accessories and instruction sheets, if applicable, in original packaging and in salable condition.
 - A copy of the invoice and reason for the return must accompany all returns.
 - All product returned within 90 days of purchase will be subject to restocking fee.
 - No merchandise may be returned for credit after 90 days of purchase.
 - No merchandise may be returned for credit, regardless of its purchase date, if it is within three (3) months of its expiration date.
 - Defective merchandise will be repaired or replaced in accordance with manufacturer warranties.
 - Returns must be sent by a traceable carrier (e.g. UPS).
 - Return freight costs are the responsibility of the customer unless the return is due to a Keystone error.
 - Returns not following the above policies may be refused or subject to a restocking charge.

ALL RETURNS SHOULD BE SENT TO:

KEYSTONE INDUSTRIES
52 West King Street
Myerstown, PA 17067

2. The buyer is obliged to check the products upon delivery for any visible and/or immediately observable defects. If the buyer fails to report defects within 10 working days after the date of delivery, the buyer will be considered to have approved the products and complaints will no longer be considered. Defects which can only be observed at a later stage, shall be reported to Keystone immediately after discovery but not later than five months after the date of delivery.
3. In case of damage to the products, the buyer must make, immediately upon delivery, a remark on the transport-document undersigned by the driver in question of which a copy must be submitted as evidence.
4. Unless otherwise agreed in writing, a complaint shall not suspend the buyer's payment obligation, not even if Keystone approves a return. The complaint must contain a description of the defect and Keystone must upon first request be given the opportunity to investigate the complaint.

WARRANTY AND LIMITED LIABILITY

1. Keystone's obligations with respect to the Product(s) are limited to Keystone's Standard Warranties contained herein, subject to the terms and conditions stated herein. All such warranties shall be for the benefit of Buyer and its customers. The warranty period shall not commence until the date of sale to the end-user.
2. Buyer agrees to cooperate fully with Keystone in carrying out Keystone's Standard Warranty, in accordance with procedures specified herein or which may be specified in writing by Keystone from time to time.
3. Buyer will not modify any of the Product(s) without the specific written permission of Keystone. Any modifications to the Product(s) performed in the Territory by Buyer pursuant to this section will fall outside Keystone's Standard Warranty, and will be the sole responsibility of Buyer.
4. Limited Warranty – Notwithstanding anything to the contrary herein, as to the Product(s) delivered hereunder:
 - (a) Keystone warrants (i) it has good title to the Product(s) sold hereunder, and (ii) the Product(s) do not, to Keystone's knowledge, infringe on any third party intellectual property rights; (iii) each Product will be manufactured and packaged in accordance with GMPs; (iv) each Product, when delivered, will conform to its specifications; (v) the Product will be safe and effective for its intended use from the delivery date to Buyer to the expiration date on the Product; and (vi) the Product shall be free from defects in materials, workmanship and packaging, including but not limited to labeling, at the time of delivery.
 - (b) THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCT(S) FOR ANY PARTICULAR USE OR, OR UNDER UCC SECTION 2-312. Buyer shall promptly notify Keystone of any suspected breach of Keystone's warranties and hold the Product for Keystone's inspection.
 - (c) No warranty shall apply in the event that:
 - The Product is not properly maintained or is not used in accordance with its operation manuals and instructions;
 - The Product has been subjected to faulty repair or modifications by the buyer or third parties;
 - The defect is caused by a circumstance primarily located or originating outside the Product;
 - The alleged defect is the result of normal wear and tear; or
 - Buyer has continued to use the product after the discovery of the defect, unless prior written permission of Keystone for continuous use has been obtained.
 - (d) Limitation of Liability – BUYER'S EXCLUSIVE REMEDY AND KEYSTONE'S EXCLUSIVE LIABILITY FOR BREACH OF ANY OF KEYSTONE'S WARRANTIES OR COVENANTS SHALL BE TO REPLACE NONCONFORMING PRODUCT(S) AT THE ORIGINAL POINT OF DELIVERY OR TO REFUND BUYER'S PURCHASE PRICE FOR THE NONCONFORMING PRODUCT(S), WHICHEVER OPTION KEYSTONE SELECTS. KEYSTONE'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM OR IN ANY WAY CONNECTED WITH THE PRODUCT(S) SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT(S) UPON WHICH LIABILITY IS BASED, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT (INCLUDING, BUT NOT LIMITED TO, FAILURE OR DELAY IN PERFORMANCE OR DELIVERY DUE TO ANY CAUSE WHATSOEVER), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL KEYSTONE BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, SPECIAL OR PUNITIVE DAMAGES.

INTELLECTUAL PROPERTY RIGHTS

1. Keystone reserves all of its intellectual property rights in connection with the products which it supplies.
2. The buyer shall not be permitted to modify all or part of any product supplied, or to affix any other trademark to it, to use the relevant mark in any other way, or to register it in his own name. The buyer agrees to refrain from chemically analyzing or reverse engineering the Products received from Keystone.

MISCELLANEOUS

1. **Force Majeure.** Neither party to this Agreement shall be liable for its failure to perform its obligations hereunder due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, acts in compliance with any law, regulation or order (whether valid or invalid) of the United States of America or any state thereof or any other domestic or foreign governmental body or instrument thereof having jurisdiction in the matter. Delay occasioned thereby shall not be considered a breach of this Agreement.
2. **Applicable Law.** This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of New Jersey without giving effect to its conflict of law provisions. Any action brought in connection with this Agreement shall be brought only in the federal or state courts located in New Jersey, and the parties hereto hereby (i) irrevocably consent to the jurisdiction of such courts, (ii) agree that service of process, summons, notice or document by U.S. registered mail to the address set forth above shall be effective service of process, and (iii) irrevocably and unconditionally waive any objection to the laying of venue or the right to plead or claim forum non conveniens for any action brought in such courts.

RESALE RESTRICTIONS

- Resale price of each resin may not exceed 20% above the listed MSRP without the express written permission of Keystone
- Resale price of each resin may not be more than 15% below the listed MSRP without the express written permission of Keystone
- For OEM printers, private label resins may not be marketed or sold as open source resin to work in multiple printers. They are only to be marketed as resins for use in your dedicated printer system.