

Purchase Order Terms and Conditions. The Buyer's purchase order together with these terms and conditions and any documents incorporated herein, constitutes the sole and entire agreement of the parties will respect to the purchase order (collectively, the "order"). Buyer OBJECTS in advance to the inclusion of any additional or different terms proposed by Seller in his acceptance or acknowledgment of this order. The inclusion of such terms by the Seller will be of no significance, such terms will not be conditions or additional terms to this order, and Buyer's acceptance of Seller's goods shall not be deemed as acceptance of such terms. Unless otherwise stated on the face of this order, the following terms and conditions shall apply.

1. DELIVERY. All goods must be shipped at the most advantageous rates unless otherwise authorized in writing by the Buyer. Any extra expense in effecting delivery of goods not so shipped will be charged to the Seller, unless approved in writing in advance by Buyer. Adequate scheduling of shipment of goods shall be made by Seller in that delivery dates included within this order are essential to the Buyer. Seller shall not, however, make material commitments or production arrangements in advance of reasonable time needed to meet Buyer's delivery schedule. No claims shall be allowed for such advance effort in case of change or termination. Shipments shall be strictly in accordance with Buyer's delivery schedule. Buyer reserves the right to return, at Seller's expense, all goods received in advance of delivery schedules or to hold the goods and pay Seller's invoices on normal maturity after the scheduled delivery date.

2. EXCUSABLE DELAYS. Neither party shall be liable for damages resulting from delays arising out of causes beyond its control and without its fault or negligence, including acts of God, acts of the Government, fires, floods, strikes, freight embargoes, and unusually severe weather, nor shall such delay affect the remainder of this order. Seller notify Buyer in writing within 3 days after the beginning of any cause for delay, in the absence of which Seller waives his right for an excuse for such delay.

3. PACKING AND SHIPPING. All goods shall be packaged according to Buyer's instructions, or in a manner sufficient to ensure that the goods are delivered undamaged. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the goods to Buyer. The order number must appear on all shipping documents. No charge will be allowed by Buyer for cartage or packing unless agreed upon beforehand in writing. All goods shall be delivered EXW Incoterms® 2020 Buyer's address listed on the order.

4. AMENDMENT AND MODIFICATION. No change to the order is binding upon Buyer unless it is in writing, specifically states that it amends the order and is signed by an authorized representative of Buyer.

5. PRICE. The price of the goods is the price stated in the order. If no price is included in the order, the price shall be the price set out in Seller's published price list in force as of the date of the order. Unless otherwise specified in the order, the price includes all packaging, transportation costs, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

6. NET PAYMENT TERMS AND SET OFF. Seller agrees to a minimum of Net 60 payment terms from receipt date unless otherwise stated on the order except for any amounts disputed by Buyer in good faith. Buyer reserves the right of set off at any time for any amount owned to it by Seller against any amount payable by Buyer to Seller.

7. TRADE AND TAX CERTIFICATES. If the goods sold under this order are entitled to preferential treatment under the rules of any applicable trade treaty, including, without limitation, the North American Free Trade Agreement, the Seller shall prepare and distribute a NAFTA Certificate of Origin, and any other documents required.

8. INSPECTIONS AND TESTING. Buyer shall have the right to inspect and test any of the goods or work covered by this order before approval within 15 days of arrival. If rejected, they will be held for disposal

or return at Seller's risk. Such inspection, or the waiver thereof, however, shall not relieve the Seller from full responsibility for furnishing goods and work conforming to the requirements of the order, prejudice any claim, right or privilege the Buyer may have, including warranty, because of the use of defective or unsatisfactory goods or work.

9. WARRANTY. All goods furnished by Seller and any services or installation relating thereto pursuant to this purchase order shall be warranted to be of the best quality of their respective kinds and to be (i) free of defects in design, workmanship, or material, (ii) suitable for their intended purposes, (iii) not infringe or misappropriate any third party's patent or other intellectual property rights, and (iv) meet all applicable regulatory and quality requirements for a minimum of 12 months or longer as offered by Seller from date of delivery. In the event of breach, the Seller shall take all necessary action, at Seller's expense, to correct such breach in the most expeditious manner possible. Should the Seller fail to correct any such breach in a timely manner, the Buyer may proceed, at Seller's expense, to perform the necessary corrective work. This warranty shall also inure to the benefit of Buyer's customer or user of the goods.

10. ASSIGNMENT AND SUBCONTRACTING. Seller shall not assign or subcontract any portion of this order without the prior written approval of the Buyer.

11. CHANGES. Buyer may at any time make changes in shipping and packing instructions, quantities, drawings, designs, specifications, place of delivery and/or delivery schedules, for which an appropriate adjustment to the order shall be made.

12. TERMINATION FOR DEFAULT. Buyer may terminate all or any part of this order by giving notice of default to Seller, if Seller: (a) refuses or fails to deliver the goods within the time specified; (b) fails to comply with any of the provisions of this order or so fails to make progress as to endanger performances hereunder; or (c) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors. In the event of a termination for default, Buyer's liability shall be limited to the payment for goods delivered and accepted by Buyer under this order.

13. TERMINATION FOR CONVENIENCE. Buyer may terminate this order at any time for its convenience, in whole or in part, in which event, Buyer's sole obligations shall be to reimburse Seller for (a) those goods actually shipped and accepted by Buyer up to the date of termination, and (b) costs incurred by Seller for unfinished goods, which are specifically manufactured for Buyer and which are not standard products of the Seller, as of the date of termination, plus a reasonable profit thereon. In no event shall Buyer be responsible for loss of anticipated profit nor shall reimbursement exceed the order value.

14. CONFIDENTIAL INFORMATION. Seller agrees not to make any use of data, designs, drawings, specifications and other information furnished to it by the Buyer, except for the performance of this order and Seller further agrees not to disclose such data, designs, drawing, specifications and other information to others except for the performance of this order under similar restrictions against use and disclosure. Upon completion or termination of this order, Seller shall return to Buyer on demand, all such data, designs, drawings, specifications and other information, including copies made by Seller. This order is confidential between the Buyer and the Seller, and it is agreed by the Seller that none of the details connected herewith shall be published or disclosed to any third party without the other party's written permission.

15. INDEMNIFICATION. Seller agrees to indemnify and save harmless the Buyer, its officers, agents and employees from and against any and all claims and liabilities (including expenses) arising out of or occurring in connection with the goods purchased from Seller, including any intellectual property claims, or Seller's negligence, willful misconduct or breach of these terms and conditions. Seller shall not enter into any settlement without Buyer's prior written consent.

16. INSURANCE. Seller shall carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits for its risk or acceptable by Buyer if requested. Seller shall, at the request of the Buyer, supply certificates evidencing such coverage.

17. LAWS AND REGULATIONS. Seller shall comply with all applicable laws, statutes and ordinances regarding the order including any hazardous materials labeling requirements. Seller agrees in connection with performance of this order, not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, handicap or status. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the order. Seller shall comply with all export and import laws of all countries involved in the sale of goods under this order. Seller assumes all responsibility for shipments of goods requiring any government import clearance.

18. COMPLIANCE. Seller shall comply with Buyer's Supplier Code of Conduct located at <https://nationaldentex.com/landing-pages/supplier-policies-and-requirements> and Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this order.

19. US GOVERNMENT ORDERS. If this is related to a United States Government Order, the additional terms located at <https://nationaldentex.com/landing-pages/supplier-policies-and-requirements> apply.

20. QUALITY. Seller shall comply with all applicable regulatory requirements and laws, including the Food and Drug Administration or other applicable regulatory bodies and those set by Buyer located at <https://nationaldentex.com/landing-pages/supplier-policies-and-requirements>.

21. WAIVER. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.