**I. GENERAL TERMS AND CONDITIONS**

In the terms and conditions below, Dental Care Alliance, L.L.C., shall be referred to as “DCA,” the company supplying goods and/or services under this purchase order (the “Purchase Order”) shall be referred to as the “Seller,” and the goods and/or services described in and provided pursuant to this Purchase Order are referred to as “Goods” or “Services,” as the case may be.

1. Acceptance of this Purchase Order by Seller constitutes acceptance of all of the terms and conditions stated herein. To the extent that any project description document, attached hereto, if any, quotation, order acceptance, confirmation, invoice or other document of Seller contains conflicting, differing or additional terms from the terms and conditions herein, the terms and conditions herein will control and all such conflicting, differing or additional terms are rejected by DCA, are considered a material alteration hereof, and shall have no effect unless expressly agreed to in writing by DCA. Seller's signed acknowledgement of the Purchase Order, or Seller's shipment of Goods, performance of Services, or acceptance of payment for Goods or Services shall conclusively affirm Seller's agreement to these terms and conditions.

2. Seller will provide all insurance necessary to protect itself, its employees, directors and officers from liability in forms and limits acceptable to DCA. This coverage will include, but not be limited to, worker’s compensation in statutory limits and general liability with a minimum limit of One Million Dollars ($1,000,000) per occurrence and in the annual aggregate. A certificate of insurance will be provided to DCA upon request in acceptable limits and by a carrier with an AM Best rating of A-VII or higher. This clause will survive the termination or expiration of this Purchase Order.

3. This Purchase Order will be interpreted and construed by the laws of the State of Florida. Seller will abide by all applicable state, local and federal laws, regulations, and rules, and abide by all applicable licensing requirements. Notwithstanding the foregoing, Seller will not act in opposition to DCA’s policies and procedures while on DCA’s premises.

4. Term of this Purchase Order is as noted on the front copy of this Purchase Order, if applicable. This Purchase Order may be modified by mutual consent, provided any and all modifications are in writing and signed by authorized representatives of both parties.

5. If any provision of this Purchase Order shall under any circumstances be deemed to be invalid or unenforceable, this Purchase Order shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Under this Purchase Order the relationship of the parties will be that of independent contractor. Neither party shall exercise control over the method, manner or means, by which the other performs its duties.

7. This Purchase Order can be terminated by DCA without cause by giving thirty (30) days’ prior written notice to Seller, or immediately by DCA with cause. As used herein, the term “cause” shall include, but not be limited to, (a) a breach by Seller of any of the terms hereof, including any warranty made in connection with the purchase ordered hereunder (b) any allegation that any of the Goods or Services furnished hereunder infringes any patent, trademark, copyright or other proprietary right of any third-party, or violates any statute, ordinance or administrative order, rule or regulation, or (c) any proceedings, voluntary or involuntary, in bankruptcy by or against Seller, the inability of Seller to meet its debts as they become due, or in the event of the appointment, with or without Seller’s consent, of an assignee for the benefit of creditors or of a receiver.

8. Seller shall protect, indemnify and hold harmless DCA, its successors, assigns, affiliates, employees, agents, customers and users of its products and services (collectively, the "Affiliates"), of and from any claim, loss, damage (whether for personal injury, property damage, or direct or consequential damage or economic loss), deficiency, action, demand, judgment, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or resulting from the Goods sold or Services rendered hereunder, or from any act or omission of Seller, its agents, employees or subcontractors, or which otherwise arises as a result of (i) Seller's performance of its obligations hereunder or (ii) any violation or infringement by Goods or Services provided hereunder of any patent, copyright, trademark, trade dress, and trade secret, or any other contractual right, proprietary right or intellectual property right, of any third party (collectively, any "Claim"). If any Claim should be asserted or action commenced against DCA for which DCA is entitled to indemnification hereunder, Seller (a) shall, upon DCA's demand, promptly undertake the defense of any Claim, employing counsel reasonably satisfactory to DCA or (b) agrees that DCA, at DCA's sole discretion, may elect to defend any Claim on its own behalf. In either case, Seller will, upon demand, pay all reasonable attorneys' fees and other costs or expenses incurred by DCA in connection with such defense, any judgment or award resulting from any such claim or action and any settlement paid by DCA with Seller’s consent, which shall not be withheld unreasonably. This indemnification shall survive delivery of the Goods to or performance of the Services for DCA, as the case may be, and any subsequent sale or other transfer of the Goods or Services to a third party. DCA's remedies hereunder are cumulative and in addition to those provided by law or any other contract. This clause will survive the termination of this purchase order. To the extent permitted by law, in no event will DCA (including any subsidiaries of DCA or other related entities) be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages relating to this Purchase Order.

9. Seller shall not delegate any duties, nor assign any rights or claims under this Purchase Order, or for the breach thereof, without the prior written consent of DCA. Any such attempted delegation or assignment shall be void.

10. Notification on product recalls and/or alerts will only be deemed accepted if sent to the attention of DCA’s Procurement or Compliance Departments, 6240 Lake Osprey Drive, Sarasota, Florida 34240.

11. If Seller has terms and conditions, and these terms and conditions are in conflict with Seller’s terms and conditions, DCA’s terms and conditions will prevail.

12. These terms and conditions are made a part of this Purchase Order between Seller and DCA by reference. The Seller agrees to abide by these terms and conditions and agrees that this Purchase Order is a binding agreement. DCA’s failure to enforce any provisions of this Purchase Order or rights hereunder shall not operate as a waiver of such provisions or rights and the same shall remain in full force and effect for the duration of this Purchase Order.

13. Seller agrees to immediately notify DCA of (i) any unexpected access to patient health information or (ii) if it anticipates it will have access to patient health information and agrees to enter into a Business Associate Agreement.

14. Seller agrees there is no requirement to refer patients to DCA.

15. The Seller agrees to abide by all DCA’s confidentiality policies related to the use and sharing of DCA’s information. In addition, Seller will execute all appropriate confidentiality agreements as requested by DCA.

16. Seller agrees to comply with DCA’s Fraud and Abuse policy and to remain in compliance of DCA’s fraud and abuse policy.

18. All claims for moneys due or to become due from DCA shall be subject to deduction by DCA for any setoff or counterclaim arising out of this or any other of DCA’s purchases from Seller.

 **TERMS AND CONDITIONS**

II. OPERATIONAL TERMS AND CONDITIONS

1. If this order is for medical or dental equipment, the Seller must comply with the following medical or dental equipment conditions and specifications. These conditions are intended to insure that DCA and Seller both understand the Seller’s responsibility to provide necessary information and permit the user to deliver quality health care in a safe, efficient and cost effective manner. These conditions of sale are part of the request for quotation, Purchase Order or release.

A. The equipment shall pass an electrical leakage test. American National Standard for safe current limit for clinical equipment, ANSI AAMI SCL 12-788.

B. The equipment shall be supplied with a standard N.E.M.A. or UL approved 3-wire power line cord with a medical facility grade plug.

C. The equipment shall pass all specification tests as advertised by the manufacturer of the equipment.

D. DCA shall have a sixty (60) day trial period in which to determine whether the equipment is entirely satisfactory, the trial period to run from the date of receipt of equipment by DCA. The equipment must prove entirely satisfactory to DCA or DCA shall repack the equipment in the same condition as received, ordinary wear and tear accepted, and return to Seller at Seller’s expense.

E. Seller must furnish copies of operational manuals, copies of schematic drawings, maintenance service manuals, and parts lists. This material to precede or to be delivered with equipment. Seller shall provide the necessary servicing and training on the equipment.

F. If applicable, the vendor complies with FDA 510(k) and Good Manufacturing Practice (GMP)/Quality System requirements.

2. Seller will not ship prior to any specified date, unless otherwise notified. If prices are higher than specified, Seller will not ship but shall advise DCA first.

3. It is agreed that Goods ordered shall comply with all laws and that Seller will defend and save harmless DCA from loss cost of damage by reason of actual or alleged infringements of letters patents concerning same.

4. Goods rejected on account of inferior quality of workmanship will be returned to Seller with charge for transportation both ways being the responsibility of the Seller. Goods will not be replaced except upon receipt of replacement Purchase Order issued by DCA.

5. Goods are not accepted until inspection has been made by the DCA not-withstanding prior payment to obtain cash discount or to confirm price. Goods may be rejected and returned if inspection shows they are not strictly in accordance with specifications accompanying this Purchase Order. If impractical to make inspection at time of receipt of Goods, this clause will apply whenever Goods are unpacked. If inspection discloses defective Goods, it is agreed that DCA may cancel any un-shipped portion of order.

6. DCA assumes NO RESPONSIBILITY for damage in shipment concealed or otherwise on Goods covered by this Purchase Order. The risk of loss shall remain with the Seller until the Goods are accepted by DCA.

7. Orders not shipped on dates specified may be cancelled by DCA. In case order calls for partial shipment, balance may be cancelled or suspended upon notice, suspended shipment may be later taken out if on or before last shipment date specified.

8. DCA will not accept over-shipments except when DCA has been notified as to the quantity before shipping and DCA’s permission has been received. If these conditions are not acceptable, please advise DCA upon receipt of this Purchase Order, and before shipment is made.

 9. An itemized invoice is required for payment; invoice must agree with price and terms of this Purchase Order. Discount is to be computed for receipt of each shipment or the correct invoice whichever is later, unless otherwise stated in order.

10. No charges allowed for boxing, crating or packaging. Freight charges will be deducted unless otherwise agreed to in writing.

11. It is the responsibility of Seller to immediately remove any and all litter or trash associated with the installation of Goods.

12. It is understood that Seller shall include the correct PO number on all invoices. Failure to put the correct PO number on the invoice may result in delayed payment. Such delayed payment will not cause any monetary or credit worthy harm to DCA. In addition, failure of Seller to provide an invoice to the correct address and with the correct PO within one (1) year of receipt of Goods or Services will result in the requirement for payment to be null and void.

13. The Seller agrees that its Goods or Services will be made and perform in a manner that meets the quality standards of DCA. If it is determined that its Goods or Services must be changed due to quality concerns of DCA, the Seller will not hold DCA in breach of any agreement except that DCA agrees to pay for any Goods or Services utilized prior to the determination of quality issues. Seller warrants that Seller’s Goods delivered hereunder, if any, will (i) be merchantable, (ii) be free from defect of design, material or workmanship, (iii) conform strictly to the specifications, descriptions, drawings, or sample specified or furnished to DCA, (iv) be free from security interests, liens or encumbrances, (v) be fit and safe for their intended purposes, (vi) be safe and appropriate for the purpose for which such products are normally used, and (vii) not infringe on any other party’s rights. Seller warrants that all Services rendered hereunder, if any, will be performed in a professional and workmanlike manner in accordance with the applicable professional industry standards of diligence, care and skill currently recognized in Seller’s industry. Notwithstanding anything to the contrary contained herein, the foregoing shall not limit any additional warranty or warranty period otherwise agreed to by the parties in writing. The warranties contained herein shall survive any inspection, delivery, performance, acceptance, or payment by DCA of the goods or services delivered hereunder.

14. All Material Safety Data Sheets required by applicable law (MSDS) (each, a "Data Sheet"), shall accompany all Goods (including, without limitation, any chemicals or hazardous substances) provided under this Purchase Order. In addition, Seller shall provide a copy of each such Data Sheet to DCA’s Compliance Department. Seller shall maintain a catalog of any and all applicable Data Sheets that are provided in connection with Seller’s performance of work under this Purchase Order at a DCA site.

15. Unless otherwise indicated in this Purchase Order, DCA shall render payment within thirty (30) days of the date of delivery and acceptance of Goods or provision of Services, or from the date of receipt of an undisputed invoice, whichever is later. All invoices for payment shall be in U.S. Dollars and shall include the Purchase Order number, and a summary of the total Purchase Order value, total value of Goods provided or Services performed to date of the invoice, total value of invoicing to date and value of the current invoice. Invoices for payment not including such information may be returned to Seller without payment.