

**TERMS AND CONDITIONS OF SALE
UNLESS OTHERWISE EXPRESSLY AGREED
IN WRITING, ALL SALES ARE SUBJECT TO,
BUT NOT LIMITED TO, THE FOLLOWING
ORMCO ("SELLER") TERMS AND
CONDITIONS OF SALE:**

PAYMENT INFORMATION

Purchaser shall pay the balance due on the date specified on the equipment order. Payment is due thirty (30) days after the date of the invoice unless otherwise specified on the front of the invoice. Seller reserves the right to establish and /or change payment terms extended to Purchaser when, in Seller's sole opinion, Purchaser's financial condition or previous payment record warrants that action.

Security Interest: Seller retains a security interest in the Products delivered to the Purchaser, and in their accessories, replacements, accessions, proceeds and products, including accounts receivable (collectively, the "Collateral") to secure payments of amounts and performance due under this invoice. Purchaser acknowledges that this document or copies of this document may be filed with the appropriate authorities as a financing statement and agrees to execute and deliver such other documents as we may request to evidence or perfect our security interest.

SHIPMENTS: TITLE TO GOODS

DOMESTIC. All domestic shipments are sent by a local courier with either Express, Road freight or Overnight service. The courier is responsible for the shipment until it is delivered to the customer.

INTERNATIONAL. All international shipments will be made DAP (incoterms 2010) Seller's Facility. The seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place. Should a customer arrange their own collection with another courier, the buyer bears all risks of loss of or damage to the goods from the time they collect the shipment from Ormco South Africa's premises.

RETURNS:

Seller's non-custom product(s) that are not defective in material or workmanship may be returned at Customer's expense for full credit within thirty (30) days of shipment.

Seller's non-custom product(s) that are not defective in material or workmanship being returned within thirty-one to ninety (31-90) days of shipment will receive a full exchange to a product of equal value (as determined by the Seller) and will be subject to a 20% restocking fee. Product will not be approved for return later than ninety (90) days after shipment. All returned products must meet the following conditions for credit to be issued: (a) Products must be unused, in the original unopened package and in resalable condition; (b) Products must be packaged to arrive at Seller's facility undamaged; (c) Products must be shipped prepaid and insured for full invoice value; (d) Products must be of current design; (e) A copy of original invoice must accompany the products along with a note explaining the reason for this return.

INTERNATIONAL RETURNS. For all international returns approval must be obtained from Customer Care prior to returning product to South Africa. In addition to providing a copy of the invoice, the customer must issue a new pro forma invoice in English to the Import-Export Department to include:

(a) date of return shipment, customer name and address; Seller ship to address; plus, the following for each product: product name, part number, quantity, value, country of origin, and schedule B number (all found on Seller's invoice).

(b) Statement: "Returned merchandise: value declared for customs purposes only."

(c) Customers must send a shipment pre-alert to Import Export

Department to include the invoice, air bill, flight details and/or arrival information.

NONRETURNABLE GOODS. The following products are not returnable:

(a) Any custom-made products; (b) Chemical or refrigerated products. Seller's Customer Returns Department's evaluation of the condition of products and count are final.

Customer Returns:

Unit 13, 38 Eland Street

Quagga Industrial Park

Quaggafontein

Bloemfontein, 9301, South Africa

LIMITED WARRANTY

PURCHASER MUST ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE PRODUCT TO ACHIEVE PURCHASER'S INTENDED PURPOSES, FOR THE PROPER INSTALLATIONS AND USE OF THE PRODUCT AND FOR VERIFYING THE RESULTS OBTAINED FROM ITS USE. Seller assumes no responsibility for and does not warrant the installation work of others nor does Seller assume responsibility for overseeing or supervising the work of any person other than its own agents or personnel. All products manufactured are warranted to be free of defects in materials and manufacture for one year from date of delivery. Any material or manufacture defect covered by this limited warranty which occurs during normal use and is reported to Seller in writing during the period of one (1) year from the date such products are shipped to the Purchaser. Seller's obligation hereunder, upon verification of the defect or error, shall be to provide one of the following: (i) replacement at no charge to Purchaser; (ii) repair at no charge to Purchaser; or (iii) credit the purchase price to Purchaser. If, upon the inspection of any Seller product to which this warranty applies, Seller determines that a claimed defect was not due to its manufacture or materials, Seller will proceed to service the Seller product at Purchaser's expense and approval. This warranty shall be null and void upon service, repair, or replacement of any portion of the Seller product or any modification performed by anyone other than an authorized Seller service representative, or under the direction of Seller. Purchaser must use the Seller approved hardware with the prescribed Seller software and must use the Seller software with the prescribed Seller hardware. Usage of any Seller component with any non-prescribed component will render warranty coverage for the Seller product null and void. Any modification of any Seller product will also render warranty coverage for the Seller product null and void. Purchaser's remedies under this limited warranty are exclusive of all others. Seller's warranty obligation with respect to all components, equipment and accessories which are integrated into a Seller product and not manufactured by Seller shall be limited to those express written warranties made to Seller by manufacturer which Seller hereby assigns and transfers to Purchaser. THE FORGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER WITH RESPECT TO PRODUCT OR SERVICES SOLD HEREUNDER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES SHALL TERMINATE ONE YEAR FROM DATE OF DELIVERY OF PRODUCT TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.