

THIS CUSTOMER AGREEMENT ("Agreement") is made as of the date set forth on the reverse hereof by and between Shaunn's Dental Lab, Inc., a North Carolina corporation ("Company") and the customer who has agreed to and accepted this Agreement by separate signature on the reverse hereof ("Customer"). The Agreement shall be and become immediately and automatically effective upon delivery to Company of the separate signature of Customer without further act or action.

WHEREAS, the Company values its customers and desires to avoid any and all misunderstandings between it and its customers regarding the terms and obligations of orders placed by its customers; WHEREAS, the understandings set forth herein will help eliminate any potential future misunderstandings as set forth above;

NOW THEREFORE, the Company and the Customer hereby agree as follows:

1. Full payment, as set forth on Company's current price sheet (which is subject to change from time to time without prior notice), for all products, work, services, or shipments requested by Customer pursuant to each order placed by Customer shall be due within thirty (30) calendar days after the date of the statement therefore, regardless of when actually received by Customer. All balances remaining past such date shall be considered PAST DUE. Any promotional discounts will be void if invoice total has not been paid. The Company may bring a single action for collection of any number of Customer's PAST DUE balances, whether or not such balances were incurred pursuant to this order/request or any other order/request (even if such other order/request was not otherwise made in writing by Customer as specified herein). The Customer also authorizes Company to obtain and report credit information regarding Customer.

In the event Customer desires Company to send a laboratory technician to Customer's office to perform laboratory work, Company may send a laboratory technician to Customer and, in such event, Company may, in its sole discretion, charge Customer hourly for such laboratory technician's services at the rate of THIRTY-FIVE Dollars (\$35.00) per hour. Time subject to be billed at this rate includes any time a laboratory technician spends traveling to and from Customer's office and any time spent at Customer's office. Any such amounts are additional to any other charges due hereunder. Further, any such amounts when billed will be owed and collected in the same manner as otherwise provided herein for amounts due or earned.

2. While Company shall use its best reasonable commercial efforts to prepare all products, work, services or shipments requested by Customer in a timely fashion, Company cannot and does not represent or warrant that the same may be prepared or delivered by any particular date. Customer may not claim any offset or reduction in price for any alleged late delivery, discrepancies, shortages, claims, or incorrect shipments.

3. All PAST DUE balances shall incur and bear, and Customer agrees to pay, a late charge equal to two percent (2%) of any PAST DUE balance per month or portion thereof from and after the invoice date until the unpaid PAST DUE balance is paid in full, or as otherwise provided by the laws of the state whose laws govern this Agreement. No late charges shall accrue during the first thirty (30) calendar days from the date of the invoice (net 30 days). The late charge shall not be deemed to constitute the payment of interest or a finance charge. Notwithstanding the foregoing, the above late charge shall not exceed an ANNUAL PERCENTAGE RATE (APR) of the lesser of twenty-four percent (24%) or the highest rate allowed by applicable law.

4. All payments made by (or credits or discounts granted to) Customer while a PAST DUE balance exists shall be applied first to late charges and second to PAST DUE balances before being applied to current balances, unless elected otherwise by Company.

5. Company reserves the right to grant, at its sole discretion and on a case by case basis, credits or discounts for pre-paid accounts, or otherwise. Notwithstanding the foregoing, no such credits or discounts shall be allowed while a PAST DUE balance or default by Customer under this Agreement exists, unless elected otherwise by Company and provided to Customer in writing.

6. All agreements between Customer and Company are expressly limited so that in no contingency or event whatsoever shall the amount of any late charge exceed the highest lawful rate permissible under applicable usury laws. If, for any circumstances whatsoever, any late charge hereunder shall transcend the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable thereto, then ipso facto, the late charge shall be reduced to the limit of such validity, and if from any circumstances Company shall ever receive an amount which might be otherwise deemed to be interest in excess of such limits, the same shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest. This provision shall control every other provision of all agreements between Customer and Company.

7. Company shall, unless specified otherwise in writing by Customer, determine the method of shipping or transport. Customer shall be responsible for all shipping and transport costs, including, but not limited to, the payment and maintenance of any shipping or transport insurance. Customer shall bear all risk of loss or damage during shipping or transport.

8. All orders/requests for products, work, services or shipments requested by Customer shall be made in writing pursuant to the forms made available by Company for such purposes. Company reserves the right to disregard any other order/requests. Customer shall supply Company in writing with all specifications and information reasonably required by Company to prepare the prosthesis(es) or product requested by the Customer. While Company reserves the right to request, from time to time, further specifications or information, Company expressly disclaims any duty to do so and may rely entirely upon the original specifications and information provided by Customer without any duty of investigation. Customer shall be solely responsible for the accuracy of any such specifications or information. Further, Customer shall be responsible to inspect the products, work, services, or shipments requested by Customer, including, without limitation, all prostheses and other products, for proper application, fit, alignment and ultimate use. Customer shall indemnify, defend, and hold Company, and its principals, shareholders, directors, officers, employees, representatives, agents, successors and assigns, free and harmless from any and all claims, liabilities and damages, known and unknown, arising by reason of treatment of any patient of Customer or the actual application, fit, alignment or ultimate use of any prosthesis or product prepared by Company hereunder.

9. Any and all discrepancies, shortages, claims, or incorrect shipments must be reported immediately to Company by Customer and in no event later than ten (10) calendar days from the date of receipt. Customer may not assert a discrepancy, shortage, claim, or incorrect shipment under this provision at any time after the prosthesis or other product has actually been applied, installed, or seated in any patient. All notifications hereunder shall be made in writing and delivered to Company, provided, however, that Customer may notify Company orally, by telephone or otherwise, so long as Customer also contemporaneously prepares and promptly delivers to Company a written record of such notification (and such written record is actually timely received and acknowledged in writing by Company). In such event, the oral notification shall be deemed effective as of the date made. Unless notification is made and delivered as set forth above, Customer shall be deemed to have inspected and accepted all products, work, services, or shipments of or by Company. Company shall, in its sole discretion, reasonably cure any discrepancies, shortages, claims, or incorrect shipments for which it may be responsible only if notified as set forth above.

Discrepancies, shortages, claims, or incorrect shipments shall, subject to the foregoing conditions, be handled as follows:

9.1 Errors, omissions, or mistakes made by Company shall be corrected by Company at its own expense. Customer shall request a return authorization from Company which Company shall reasonably provide. Company will not remake or otherwise remedy any prosthesis unless and until proper return authorization has been requested and provided. Upon obtaining a return authorization, Customer shall promptly return any prosthesis in question, clearly and conspicuously identifying the same pursuant to the return authorization or as otherwise directed by Company. Customer's sole and exclusive remedy and Company's sole liability for any error, omission, mistake or breach of any limited warranty expressly provided herein or any other claim arising out of or related to the prosthesis shall be for the Company, at its option, to either remake or repair any prosthesis in question or give credit to Customer, in the invoice amount, for the prosthesis in question returned to Company as set forth above.

9.2 Errors, omissions or mistakes made by Customer may be corrected by Company, and, depending upon the nature of the case, at the expense of the Customer; provided, however, that it is the policy of Company not to profit from the mistake of Customer. Company shall use its sole and absolute discretion in such matters.

10. THE COMPANY AND CUSTOMER ACKNOWLEDGE THAT COMPANY HAS PREPARED THE SUBJECT PROSTHESIS TO THE SPECIFICATIONS OF CUSTOMER AND THAT CUSTOMER IS SOLELY RESPONSIBLE FOR SUCH SPECIFICATIONS. THE COMPANY MAKES NO OTHER WARRANTIES AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED. IN NO EVENT SHALL COMPANY'S OBLIGATION OR LIABILITY FOR BREACH OF WARRANTY OR ANY CLAIM RELATED TO THE PROSTHESIS EXCEED THE PRICE OF THE PROSTHESIS. THE CUSTOMER FURTHER ACKNOWLEDGES THAT COMPANY IS NOT LICENSED TO PRACTICE DENTISTRY AND DOES NOT KNOW THE PARTICULAR CIRCUMSTANCE AND APPLICATION UNDER WHICH THE PROSTHESIS OR OTHER PRODUCT IS TO BE UTILIZED, AND, THEREFORE, COMPANY DOES NOT AND CANNOT WARRANT THAT THE PROSTHESIS OR OTHER PRODUCT IS FIT FOR ANY PARTICULAR PURPOSE OR THAT THE SAME IS OR ARE IN ANY WAY MERCHANTABLE AND COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY SUCH WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. THE CUSTOMER FURTHER ACKNOWLEDGES THAT COMPANY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR THE RESULTS THAT MAY BE OBTAINED BY USING THE PROSTHESIS. THE CUSTOMER ACKNOWLEDGES THAT IN NO EVENT WILL COMPANY BE LIABLE TO ANY PARTY, INCLUDING BUT NOT LIMITED TO PATIENTS OF CUSTOMER, FOR ANY DAMAGES RESULTING FROM ANY USE OF THE PROSTHESIS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER CLAIMED BY CUSTOMER, ANY PATIENT OF CUSTOMER, OR ANY OTHER PARTY. MOREOVER, CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT NO PATIENT OF CUSTOMER, OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT, WILL BE CONSIDERED A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND THAT NO SUCH PERSON WILL BE ABLE TO ENFORCE AGAINST COMPANY ANY PROMISES, REPRESENTATIONS OR WARRANTIES, IF ANY, MADE HEREIN OR BY CUSTOMER TO SUCH PATIENT OR OTHER PERSON.

12. This agreement shall be read in conjunction with the provisions set forth on the reverse hereof (including name, description of products, work, services, or shipments, etc.), and any invoice or invoices between the Company and the Customer, all of which provisions are hereby incorporated herein, and all of which shall constitute the entire agreement between the parties hereto pertaining to the subject matter contained herein and shall supercede all prior and contemporaneous agreements, representations and understanding of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by an authorized representative of the party making the waiver.

13. Should any provision or portion of this Agreement be held or otherwise become unenforceable or invalid for any reason, the remaining provisions and portions of this Agreement shall be unaffected by such unenforceability or invalidity.

14. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, except as set forth herein, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, except as set forth herein, nor shall any provision give any third person any right of subrogation or action over against any party to this Agreement.

15. This Agreement shall be binding on, and shall insure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns.

16. If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover as an element of their damages reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which said prevailing party may be entitled.

17. This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina without application of, or reference to, any choice of law rules.

18. This Agreement is deemed to have been entered into, and primary performance will be deemed to be in Cabarrus County, North Carolina.