

General Terms and Conditions of Sale**Dental Basics Inc.****I. Definitions**

The use of the terms in these General Terms and Conditions of Sale means:

- 1) Catalogue - a document containing a list of all Products available for sale by the Seller for information purposes.
- 2) Price List - a document containing information about the current price of all Products available for sale by the Seller, for information purposes.
- 3) Buyer - any person or entity that purchases Products from the Seller.,
- 4) Products - dental products, preventive products, acrylic products, applicators, devices, hygiene products, personal protective equipment, as well as any other goods that are available in the Catalogue and Price List.
- 5) Order Confirmation – an email sent by the Seller to the Buyer, in response to an Order, containing detailed information on the quantity, type and price of the Products to be sold, which constitutes an offer to sell Products on the terms set forth therein and is governed exclusively by these General Terms and Conditions. In accordance with UCC § 2-2025, the offer shall be a firm offer, not revocable merely for lack of consideration, for 5 business days after it is made.
- 6) Seller – Dental Basics Inc., a New Jersey corporation.
- 7) Parties – the Buyer and the Seller.
- 8) Order – an order placed by the Buyer to the Seller's e-mail address, containing information about the Buyer's data (address, e-mail address, telephone number and tax identification number), the number and type of Products purchased and the method of receipt of the Products, and in the case of selecting the Product delivery – also the address to which the delivery is to be made.

II. General provisions

1. These General Terms and Conditions of Sale govern all sales between the Parties. All other proposed terms and conditions not expressly included herein are hereby rejected and shall have no effect.
2. These General Terms and Conditions of Sale are applicable exclusively to sales made to resellers. The term "reseller" refers to any buyer who purchases Products not for personal use, but with the intention to resell them in their own business operations. The Buyer, by placing an Order, confirms that it is acting in the capacity of a reseller and acknowledges that these General Terms and Conditions of Sale are designed to apply solely to sales transactions involving resellers. Transactions not involving resellers are not covered by these General Terms and Conditions of Sale and may be subject to separate terms and conditions.
3. These General Terms and Conditions of Sale may be amended or excluded by the Parties in relation to a specific sales contract, if agreed to in writing (e-mail permitted) by Seller's authorized representative.

4. The Seller reserves the exclusive right to amend, modify, add, or remove portions of these General Terms and Conditions of Sale at any time and at its sole discretion. Such amendments shall become effective immediately upon publication and shall only apply to Orders placed subsequent to the publication of the revised General Terms and Conditions of Sale. It is the Buyer's responsibility to review these General Terms and Conditions of Sale periodically for updates. The Buyer's placement of an Order following the publication of updated General Terms and Conditions of Sale will constitute the Buyer's acceptance of such changes. These General Terms and Conditions of Sale are made available to the Buyers along with the Price List before the conclusion of the first sales contract via e-mail and are valid until any changes are made and an updated version is provided to the Buyer.
5. The buyer is obliged to read the content of the General Terms and Conditions of Sale before placing an Order and concluding a contract for the sale of Products. By placing an Order, the Buyer makes a declaration that he has read the General Terms and Conditions of Sale and undertakes to comply with them.

III. Placing Orders and concluding a contract for the sale of Products

1. The Products available for sale are included in the Catalogue, which the Seller will email to the Buyer upon Buyer's request. The Catalogue is informative only and does not constitute an offer to sell.
2. The Seller is entitled to freely introduce any changes to the content of the Catalogue and the Price List at any time.
3. In order to conclude a contract for the sale of Products:
 - a. The Buyer must email an Order to the Seller.
 - b. After receiving the Order, the Seller enters it into the Seller's system, generating an Order Confirmation, which is immediately sent to the Buyer by email.
 - c. After receiving the Seller's Order Confirmation, the Buyer must approve the order by email. The Buyer's approval constitutes a legally binding acceptance of the Order Confirmation, subject to these General Terms and Conditions.
4. If the Buyer does not approve the Order Confirmation within 5 business days after it is sent to the Buyer, the Seller is no longer bound by the offer. The Parties may, however, conclude a contract for the sale of Products in accordance with the content of the Order Confirmation after the expiry of the above deadline, which requires the written consent of the Seller (e-mail permitted).
5. Notwithstanding any provision to the contrary contained herein, the Seller may, at its sole discretion, make partial shipments of the Products to the Buyer. Each partial shipment shall constitute a separate sale, and the Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the Buyer's order. The Seller shall notify the Buyer in advance of its intention to make a partial shipment. The Buyer's acceptance of any partial shipment without immediate written objection shall constitute the Buyer's acceptance of the partial fulfillment of its

order and waiver of any claim related to partial delivery under UCC § 2-601..

IV. Receipt of Products

1. The Buyer may take delivery of the Products in one of two ways:
 - a. The Buyer can take delivery of the Products at the Seller's New Jersey warehouse,
 - b. The Seller can arrange to deliver the Products by common carrier, at Buyer's cost.
2. The Buyer must specify the method of receiving the Products in the Order.
3. The Products will be released to the Buyer provided that the full price is paid. In the case of delivery of Products, the Seller will arrange the delivery only after receiving the payment of the full price and delivery costs.
4. If the Buyer takes delivery of the Products at the Seller's warehouse, the Buyer will be responsible for all transportation of the Products away from the Seller's warehouse. The Products must be removed from the Seller's warehouse within 10 business days from the date indicated on the invoice.
5. In order to collect the Products, the driver/courier is required to provide the Seller with the Order reference number and inland bill of Lading at the place of collection of the Products.
6. Depending on type and quantity, the Products are delivered in shipping cartons or pallets.
7. The risk of accidental damage, destruction or loss of Products shall be transferred to the Buyer:
 - a. If the Seller is arranging for transportation to an address indicated by the Buyer, when the Products are released by the carrier at the place of delivery indicated by the Buyer in the Order. The Products are considered to be delivered if they are at the above address and are ready for unloading. DAP rules apply (Incoterms 2020).
 - b. If the Seller is delivering to the Buyer or the Buyer's carrier at the Seller's warehouse, at the moment of releasing the Products to the Buyer or the Buyer's carrier. The Seller is obliged only to leave the Products at the Buyer's disposal and is not liable for their loading. EXW rules apply (Incoterms 2020).
8. The Buyer is obliged, immediately after receiving the Products, to check the compliance of the delivered Products with the Delivery Note attached to the Order, in particular: the condition of the shipment as well as the quality, quantity and range of the delivered goods. In the event of any inconsistencies, the Buyer must promptly (and in no event later than 5 business days after delivery), report the issues to the Seller and the carrier (in the case of damaged delivery) in accordance with the Returns Policy. The Seller reserves the right to inspect the reported damage.
9. The Seller is not liable for errors or delays in the delivery of the Products caused by the carrier and is not liable for any damage caused during the transport of the Products or their unloading at the place of delivery, or for damage caused during the loading of the Products by the Buyer.

10. In the event of failure to collect the Products by the Buyer within the time limit specified in sec. 4 above, or the carrier's inability to deliver the Products to the indicated delivery address due to the Buyer's fault, the Seller may terminate the sales contract by submitting an appropriate declaration to the Buyer with effect on the day on which it is delivered to the Buyer. In the event of such cancellation, Seller shall have no further obligations to the Buyer. The Seller may exercise the above right to terminate the sales contract within 30 days from: (1) Buyer's deadline to remove the Products from Seller's warehouse in accordance with sec. 4; or (2) the date of the final unsuccessful attempt to deliver the Products by the carrier to the delivery address indicated by the Buyer. The declaration of withdrawal will be sent via e-mail. The Seller may also charge the Buyer with the costs related to the failure to collect the Products, including the cost of their return by the carrier to the Seller's warehouse.

V. Price and delivery costs

1. All Product prices are given in US Dollars and are exclusive of sales tax. The Buyer agrees to provide a valid resale exemption certificate to the Seller, which certifies the Buyer's intent and eligibility to purchase the Products for resale purposes. This certificate must be furnished by the Buyer to the Seller prior to or at the time of the first Order. Failure to provide a valid resale exemption certificate may result in the Buyer being charged sales tax on all purchases, in accordance with applicable laws and regulations. The Seller reserves the right to require the Buyer to update or re-submit the resale exemption certificate periodically, in compliance with legal requirements or changes in the Buyer's status. The acceptance and approval of the resale exemption certificate shall be at the sole discretion of the Seller.
2. The prices do not include delivery costs. Delivery costs depend on the rates of carriers and the type and quantity of Products included in the delivery.
3. The costs of delivery of the Products by the carrier shall be borne in full by the Buyer. The cost of delivery is presented to the Buyer before sending the Order.

VI. Payment

1. After Buyer's approval of the Order Confirmation, the Seller will email an invoice to the Buyer indicating the price of the Products sold and the costs of their delivery (if any).
2. On or before the due date specified in the invoice, the Buyer must pay the full balance due on the invoice by electronic transfer to the Seller's account indicated on the invoice. Payment in full must be received prior to the delivery of the Products to the Buyer.
3. Notwithstanding the standard payment terms set forth in the preceding section, the Seller reserves the exclusive right, at its sole discretion, to approve alternative payment terms for the Buyer. Such approval may be granted on a case-by-case basis and shall be subject to specific conditions or requirements as determined by the Seller. Any deviation from the standard payment terms must be agreed upon in writing (email permitted) by both Parties, with such agreement detailing the specific terms

and conditions of the approved payment arrangement. This provision allows for flexibility in financial dealings between the Seller and the Buyer, fostering a cooperative business relationship while ensuring that all payment terms are clearly documented and agreed upon by both Parties.. Until the Seller receives full payment of all due amounts, the Products remain the property of the Seller, even if they are released to the Buyer.

4. In the event that the Buyer fails to make payment by the due date specified in the invoice, the Seller shall have the right to charge interest on the overdue amount at the rate of 18% per annum, calculated on a daily basis from the due date until full payment is received by the Seller. This interest charge is in addition to, and not in lieu of, any other rights or remedies available to the Seller under these General Terms and Conditions of Sale or applicable law.

VII. Force majeure

1. The Seller shall not be held responsible for any delay or failure in the performance of its obligations under this contract due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, wars, terrorism, government actions, epidemics, pandemics, fires, floods, explosions, riots, civil disturbances, strikes, lockouts or other labor disputes, restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or any other cause or event constituting force majeure.
2. In the event of force majeure, the Seller shall immediately notify the Buyer of the above circumstances via e-mail. The Seller shall immediately notify the Buyer via e-mail about the end of the event constituting force majeure, informing him about the possible date of delivery of the goods or the cancellation of the Order.

VIII. Liability

1. Seller shall not be liable to Buyer for any delays in the delivery of Products, nor shall any such delays entitle Buyer to any form of compensation, damages, or other remedies. The Seller's obligations under this contract are subject to reasonable delays caused by circumstances beyond Seller's control, including but not limited to manufacturing delays, supply chain disruptions, and delays in transportation. Buyer acknowledges that any estimated delivery dates provided by Seller are approximate and agrees that delayed delivery does not constitute a breach of these General Terms and Conditions of Sale.
2. The Seller shall not be liable for any consequential, special, indirect, or punitive damages, including but not limited to loss of profits, business interruption, or loss of business opportunity, arising out of or in connection with the sale of Products, the performance or breach of these General Terms and Conditions of Sale, or the use or inability to use the Products sold hereunder. The Seller's liability for any claims related to the Products sold shall in no event exceed the cost of the Products sold to the Buyer. This limitation applies to all claims, whether based in contract, warranty, tort (including negligence), strict liability, or

otherwise, even if the Seller has been advised of the possibility of such damages..

3. The Seller is also not liable for any damage caused by the improper selection of Products, their improper use or use contrary to the intended use, or the operating and maintenance manual, as well as any damage whose occurrence or extent was influenced by the condition and properties of the infrastructure within which the Products have be operated.

IX. Warranty and Guarantee

1. The Seller warrants that the Products shall be free from physical defects at the time of delivery. The Buyer's sole and exclusive remedy under this warranty shall be, at the Seller's option, the replacement of the defective Products with new, non-defective Products or Seller's refund of the purchase price. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE SELLER.
2. To avail itself of the warranty, the Buyer must notify the Seller of any defects via e-mail within 5 business days from the date the defect was, or reasonably should have been, discovered. The notification must include a detailed description of the defect and evidence of the defect in the form of photographs or videos. The Seller reserves the right to request further information or documentation from the Buyer to substantiate the claim. Cooperation from the Buyer in providing such information or documentation is required.
3. In cases where defect verification cannot be satisfactorily completed through the provided evidence, the Buyer must return the defective Products to the Seller for inspection in accordance with the Seller's instructions.
4. The Seller shall respond to the Buyer's warranty claim within 30 days of receiving a complete and substantiated claim. If necessary, this period may be extended to allow for additional investigation or diagnostic testing, in which case the Seller will inform the Buyer of the new timeline, not to exceed 60 days from the original claim receipt. If the warranty claim is validated, the Seller will replace the defective Products at no cost to the Buyer or, at Seller's sole discretion, refund the purchase price. The Buyer is responsible for ensuring the defective Products are made available for return to the Seller in accordance with the Seller's instructions.
5. This warranty does not cover damages resulting from improper selection, misuse, or operation of the Products contrary to their intended use.
6. Certain Products may be covered by a manufacturer's warranty. If applicable, warranty documentation will be provided with the Products, outlining the warranty terms.

X. Withdrawal from the sales contract

1. In the event that the Buyer fails to pay any invoice in full within 30 days after the due date specified in the invoice, the Seller reserves the right to terminate the sales contract concluded with

the Buyer. The termination of the contract by the Seller shall be effected by sending a written declaration of termination to the Buyer via e-mail. Upon termination of the contract under this provision, the Seller shall have no further obligations to deliver Products to the Buyer, and all unpaid invoices shall become immediately due and payable. This right of termination is in addition to, and not in lieu of, any other rights or remedies available to the Seller under these General Terms and Conditions of Sale or applicable law.

2. In accordance with the Returns Policy, the Buyer has the right to terminate the contract for the sale of Products within 5 days from the date of delivery of the Products to Buyer, without giving any reason, provided that the Products have not been used in any way and are intact and suitable for resale. The withdrawal is made by submitting a written declaration to the Seller, which must be sent via e-mail. In this case, the Buyer is obliged to immediately return the Products to the Seller's address at Buyer's own expense. The Seller may withhold the refund until the returned Products are received and their condition is verified. The delivery costs paid by the Buyer are not refundable.

XI. Final Provisions

1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of New Jersey. Any legal suit, action, or proceeding arising out of, or related to, these General Terms and Conditions of Sale or the transactions contemplated hereby shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey, in each case located in the city of Jersey City and County of Hudson. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
2. In any legal suit, action, or proceeding arising out of, or related to, these General Terms and Conditions of Sale or the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, court costs, and other expenses incurred in addition to any other relief to which such prevailing party may be entitled.