

**FLOSS AID CORPORATION
STANDARD TERMS AND CONDITIONS OF SALE**

1. Controlling Document. The acceptance of the order from the purchaser (“**Purchaser**”) is conditional on Purchaser’s agreement to these terms and conditions (these “**Terms**”), and Floss Aid Corporation (“**Company**”) will sell the ordered products (the “**Products**”) only on these Terms. These Terms constitute the entire agreement of the parties regarding its subject matter and supersedes all prior understandings and agreements. No term or provision of Purchaser’s order that is inconsistent with or in addition to these Terms will apply. Purchaser’s acceptance of the Products shipped will be conclusively deemed to constitute Purchaser’s agreement to these Terms. No waiver, alteration, or modification of these Terms will be binding on Company unless made in writing signed by an authorized officer of Company.

2. Prices and Taxes. Prices shown in Company’s price lists are for delivery of Products F.O.B. Company’s facility. Any sales, use, or other taxes, and any other governmental fees or charges, including tariffs, applicable to the sale of the Products will be paid by Purchaser in addition to the quoted prices; and Purchaser will reimburse Company for any such amounts paid by Company within fifteen (15) days of invoice. Company may change its prices for Products at any time without notice.

3. Method of Payment; Cancellation and Returns.

(a) If Company, in its discretion, extends credit to Purchaser, the terms of payment will be net thirty (30) days from date of invoice. The amount of credit extended by Company may be changed or withdrawn by Company at any time. Delinquent payments will be subject to a finance charge of one and one-half percent (1½%) per month or, if less, the maximum amount permitted by law. If Purchaser has an overdue balance, Company may refuse to process pending orders by Purchaser until Purchaser brings its account current.

(b) Purchaser may cancel any order, without penalty, prior to the date Company ships the order. Purchaser may return Products to Company within fifteen (15) days of receipt. In addition, if Purchaser is a reseller, and Purchaser’s customer returns Products to Purchaser within thirty (30) days after Purchaser’s sale of the Products to the customer, Purchaser may return such Products to Company within fifteen (15) days thereafter, as long as Purchaser provides documentation reasonably acceptable to Company demonstrating the date of sale to the customer. Notwithstanding the above, (i) Purchaser may never return Products unless they are new, unopened and in the original undamaged packaging, (ii) Purchaser may never return Products that have been customized by Company without Company’s prior written consent (which consent may be denied or conditioned on payment of a restocking fee set by Company). For properly returned Products, Company will grant a refund or credit, in Company’s discretion. Purchaser will pay for all shipping costs of returned Products.

4. Security Interest. Company is hereby granted a security interest in the Products (and any replacements therefor) delivered by Company and in the proceeds thereof, until Purchaser has made payment in full for those Products. Company may a UCC-1 Financing Statement in order to perfect its security interest. Company will have all rights of a secured party with regard to the Products.

5. Delivery and Delay. Delivery of Products to a carrier at Company’s facility will constitute delivery to Purchaser. All risks of loss and/or damage in transit are borne by Purchaser. Company reserves the right to make partial deliveries, and issue a separate invoice for each delivery. Delay in delivery will not relieve Purchaser of its obligation to accept the delivery. Company will not be liable for any loss or damage as a result of any delay due to any cause beyond Company’s direct reasonable control, including, without limitation, acts of God, acts of Purchaser, fire, theft, accidents, slowdowns, strikes, riots, embargoes, governmental acts, regulations or requests, delays of common carriers, inability to obtain necessary labor, materials or manufacturing facilities, or other similar causes. In no event will Company’s liability for any failure to delivery Products exceed the sales price to Purchaser of the delayed or non-delivered Products.

6. Inspection. Purchaser will examine all Products promptly upon receipt. Within fourteen (14) days of receipt, Purchaser will notify Company in writing of all claimed shortages, defects, and other errors in delivery and, if a rejection is intended, the reasons for rejection. Failure to give such notice will constitute unqualified acceptance of the Products and a waiver of all such claims by Purchaser.

7. Resales. Purchaser agrees not to resell any Products, whether over the Internet or otherwise, without written authorization from the Company pursuant to a reseller agreement entered into with the Company. Further, Purchaser acknowledges that the Company sells two primary Product lines, each with their own packaging and pricing: Products intended for dental offices, and Products intended for resale to consumers. Even if the Company has authorized Purchaser to resell Products, Purchaser agrees not to resell Products to consumers, whether over the Internet or otherwise, other than Products designated by the Company as intended for resale to consumers.

8. Trademark and Image Use. If the Company has authorized Purchaser to resell Products, Purchaser’s rights and obligations with regard to use and display of the Company’s name, logos, and branding materials shall be as set forth in the agreement entered into with the Company authorizing resales. If Purchaser is not authorized by the Company to resell the Products, Purchaser is not granted any right or license to use, copy or display the Company’s name, logos, or branding materials, or any right or license to copy or display the Company’s Product images; and Purchaser acknowledges that resale of Products under trademarks other than the Company’s, using the Company’s Product images, and/or promoted as “new,” would violate the Company’s legal rights.

9. Limited Warranty. Company warrants that the Products will be free of defective materials or workmanship for a period of sixty (60) days from date of shipment by Company. The liability of Company under this warranty is limited, at Company’s option, solely to repair or replacement with equivalent Products, or an appropriate credit adjustment not to exceed the sales price to Purchaser, provided that (a) Company is notified in writing by Purchaser, within the warranty period, promptly upon discovery of defects, with a detailed description of the defects, (b) Purchaser has obtained a Return Materials Authorization (“RMA”) from Company which RMA Company agrees to provide Purchaser promptly upon request, (c) the defective Products are returned to Company, transportation and other applicable charges prepaid by Purchaser, and (d) Company’s examination of such Products discloses to its reasonable satisfaction that defects were not caused by negligence, misuse, accident, alteration or any other cause outside the scope of Purchaser’s warranty. Replacement Products will be covered by this warranty for the longer of the original warranty period or thirty days from shipment. NOTWITHSTANDING THE OTHER PROVISIONS OF THIS PARAGRAPH, UNLESS PURCHASER IS AUTHORIZED BY THE COMPANY TO RESELL THE PRODUCTS, THE WARRANTY IN THIS PARAGRAPH APPLIES ONLY TO THE PURCHASER. IF PURCHASER RESELLS PRODUCTS WITHOUT AUTHORIZATION FROM THE COMPANY, THE WARRANTY IN THIS PARAGRAPH WILL BE NULL AND VOID AS TO SUCH PRODUCTS. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

10. Limitations of Liability. In no event, including without limitation if Products are nonconforming, defective, delayed, or not delivered, will Company be liable for any special, incidental, indirect, or consequential damages (collectively, "Excluded Damages"), even if Company has been advised of the possibility of such damages, whether under a contract, tort, warranty, property, or other legal theory. Excluded Damages include, but are not limited to, personal injury, property damage, anticipated profits, labor expended, delays, loss of use, and goodwill. Company's maximum liability relating to any Products will be an amount equal to the purchase price of the Products.

11. General. These Terms will be governed by the laws of the State of California, excluding its provisions relating to conflicts of laws. Any lawsuit brought to enforce these Terms will be brought only in Santa Clara County, California, and Company and Purchaser consent to that venue and jurisdiction. The section headings in these Terms are provided solely for convenience and will not be considered in interpretation. The invalidity or unenforceability of one provision will not otherwise affect the validity or enforceability of any other provisions.