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1. ACCEPTANCE. These ASO International, Inc. ("ASO") Terms and Conditions of Sales shall govern all orders placed by buyer ("Buyer") for products ("Products") from ASO. All orders for Products are subject to acceptance by ASO at its headquarters in Tokyo, Japan. BUYER'S ORDER IS ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE PROVISIONS OF ANY PURCHASE OR-DER OR OTHER WRITING SUBMITTED BY BUYER WHICH ARE INCONSISTENT HERewith SHALL NOT CONSTITUTE A PART HEREOF. These Terms and Conditions of Sale shall constitute the entire understanding and agreement between ASO and Buyer with regard to the Products shipped hereunder. Any additional or different terms proposed by Buyer are rejected and shall be deemed a material alteration hereof, unless such terms are in writing and signed by a duly authorized representative of both ASO and Buyer. In the event of any ambiguity or conflict between or among these Terms and Conditions of Sale and any other agreement or writing signed by ASO, these Terms and Conditions of Sale shall govern unless expressly provided otherwise in such agreement.
2. IMPRESSIONS. ASO requires one SILICON or full digital impression in STL format for each arch that is to be bonded. In the case of opposing arches, a plaster model is sufficient. A complete description of ASO's impression requirements can be found at [www.myharmonysmile.com](http://www.myharmonysmile.com) and such requirements are incorporated herein by reference. Buyer shall be responsible for and shall pay all freight charges associated with the shipment of impressions/models to ASO; provided, that, upon request, ASO will provide Buyer with a pre-paid shipping container for such impressions/models and the freight costs therefor shall be added to ASO's invoice and payable together with payment for the Products purchased. If products purchased by Buyer hereunder are intended for the treatment of one arch only, Buyer must inform ASO if any treatment is planned for the opposing arch. Buyer acknowledges that all impressions and models provided to ASO shall be disinfected prior to delivery to ASO. BUYER FURTHER ACKNOWLEDGES THAT PRODUCTS PROVIDED BY ASO PURSUANT HERETO ARE NOT CLASSIFIED AS STERILE.
3. PRICE. Products are invoiced at prices in effect at the time of the order and ASO's prices are subject to change without notice. Buyer understands that the invoice amount does not include any sales, use or value-added taxes, or other taxes, charges or duties applicable to the sales and importing of Products, including but not limited to, boxing, packing and shipping, which ASO may be required to pay in connection with the sale and/or transportation of the Products hereunder. Buyer agrees to promptly reimburse ASO in full for such taxes and charges.
4. DELIVERY. Buyer shall be responsible for and shall pay all freight charges. All Products will be shipped by carrier(s) of ASO's choice. Risk of loss shall pass to Buyer at the time Products are delivered to a carrier at ASO's laboratory in Cavite, Philippines and Buyer shall be solely responsible for procuring commercially reasonable insurance coverage for the Products after such delivery for the benefit of ASO and Buyer. Buyer shall be responsible for filing any claims against such insurers and carriers. Title to Products will remain with ASO until full payment therefor is received by ASO. Shipping dates are estimates only and ASO will use every reasonable effort to meet such estimated shipping dates; provided, that if ASO is unable to meet any shipping date, Buyer has no claim for damages resulting from any such delay in delivery.
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6. PAYMENT. For orders to the US and Canada payment must be made in US Dollars within 30 days of the date of the invoice. For orders to all other countries, payment must be made in Japanese Yen by credit card. All orders are subject to the approval of ASO's credit department and ASO may require full or partial payment in advance. Overdue invoices are subject to collection and carry a service charge of 1.5% per month or the maximum legally allowable rate. Buyer shall pay ASO all legal costs and expenses, including attorneys' fees, incurred by ASO in connection with its collection of Buyer's overdue account.
7. EXCLUSIVE WARRANTY AND LIABILITY LIMITATION. Buyer acknowledges that all Products are custom made exclusively for Buyer in accordance with specifications provided by Buyer. ASO warrants to Buyer that Products sold to Buyer will, at the time of shipment from ASO, conform to the specifications provided by Buyer; provided, that such Products shall be suitable only for the geometry of the teeth represented by the impressions and/or models provided by Buyer. Notwithstanding the foregoing, Buyer acknowledges that ASO shall not be liable for defects to Products resulting from improper transport, storage or handling, ordinary wear and tear, the failure to utilize the Products in accordance with the instructions provided by ASO or for the duration of any treatment, the negligence or willful misconduct of Buyer, or dissatisfaction of the patient with the results from Products manufactured in accordance with Buyer's specifications. If any Products do not conform to the foregoing warranty and if Buyer reports such nonconformity to ASO within the three (3) day period set forth below, ASO shall, at its option, either replace the nonconforming Product without cost to Buyer or refund to Buyer the purchase price of such nonconforming Product. Such replacement or refund shall be ASO's sole obligation with respect to any warranty or other claim relating to any Product. Buyer shall inspect all Products promptly upon receipt and shall give written notice to ASO of any claims as soon as practicable, but in any event within three (3) days after the date such Products are received by Buyer and shall make such Products available to ASO so that ASO may make its own analysis thereof. If Buyer shall fail to give written notice to ASO of a claim with respect to any Product within three (3) days after receipt thereof as provided above, such Product shall be deemed to conform to ASO's warranty and Buyer shall be deemed to have irrevocably accepted such Product. Products shall not be returned to ASO without ASO's prior written authorization or unless requested by ASO. Products which ASO consents to have returned shall be shipped F.O.B. ASO's manufacturing facility in Cavite, Philippines. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED. ASO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ASO'S LIABILITY TO BUYER FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER HEREUNDER SHALL BE THE INVOICE PRICE FOR THE PRODUCTS. THE FAILURE OF BUYER TO PAY THE FULL PURCHASE PRICE FOR PRODUCTS ACCORDING TO THESE TERMS AND CONDITIONS OF SALE OR ANY OTHER OUTSTANDING BALANCE OWED TO ASO SHALL AUTOMATICALLY VOID ANY OF ASO'S WARRANTY OBLIGATIONS CONTAINED HEREIN. IN NO EVENT SHALL ASO HAVE LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR ANY BREACH OF WARRANTY OR ANY OTHER ACT OR DEFAULT, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR LOST PROFITS, PRODUCT RECALL COSTS OR ANY LOSS OF BUSINESS OR GOODWILL OF BUYER, AND ANY SIMILAR LOSSES, COSTS OR DAMAGES, REGARDLESS OF HOWEVER CAUSED AND WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.
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10. DATA PRIVACY. Buyer shall provide all specifications and other information to ASO in accordance with all applicable international, federal, state and local laws, rules and regulations, including, without limitation, all applicable laws, rules and regulations governing data privacy and protected health information.
11. NON-WAIVER. ASO's failure to enforce any provisions of these Terms and Conditions of Sale or any rights hereunder shall not operate as a waiver of such provisions or rights.
12. ASSIGNMENT. Buyer may not assign its rights or obligations hereunder without the prior written consent of ASO and any attempted assignment without such consent shall be null and void.
13. SEVERABILITY. If any provision of these Terms and Conditions of Sale shall under any circumstances be deemed invalid or inoperative, these Terms and Conditions of Sale shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.
14. APPLICABLE LAW. Any dispute regarding the interpretation or validity hereof shall be governed by the internal laws of Japan without regard to any choice or conflicts of law provisions thereof. Buyer irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the courts in Tokyo, Japan, for the resolution of any dispute between the parties concerning the Products or these Terms and Conditions of Sale; (ii) agrees not to commence any such proceeding except in such courts; and (iii) waives any objection to the laying of venue of any such proceeding in the courts located in Tokyo, Japan. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to any transaction between ASO and Buyer.



**ASO International, Inc.**  
Orthodontic Laboratory Services

**株式会社 アソインターナショナル**

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