

Business Information and Agreement

For the purpose of inducing The Argen Corporation ("Argen") to extend business credit for the purchase of products and services from Argen, the undersigned applicant ("Customer") makes the following statements, warranting that all information is complete, true and correct, and intending that Argen rely upon same.

General Information

| | |
|----------------------------------|--|
| DATE _____ | |
| LEGAL NAME OF FIRM ("APPLICANT") | |
| DBA | TYPE OF BUSINESS: <input type="checkbox"/> CORP <input type="checkbox"/> LLC <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> OTHER |

Principal's Business Information

| | | | |
|-------------------|-------|---------|--------|
| STREET | | | PHONE# |
| CITY | STATE | ZIP | FAX# |
| EMAIL ADDRESS | | WEBSITE | |
| FEDERAL ID | | | |
| YEARS IN BUSINESS | | | |
| PRINCIPAL/OWNER | | | TITLE |

Principal's Home Address

| | | |
|---------------|-------|-------------|
| STREET | | HOME PHONE# |
| CITY | STATE | ZIP |
| EMAIL ADDRESS | | |

FOR THE EXTENSION OF CREDIT and/or in consideration of the Customer entering into this Agreement with Argen covering the purchase of products and services from Argen, Customer authorizes Argen to execute and file in the name of the Customer a UCC-1 ("Unified Commercial Code") financing statement, continuation statements and amendments thereto and any other document deemed necessary to protect Argen's security interest in product(s), with or without Customer's signature thereon. If Customer is in default of any agreement with Argen, Argen exercise all rights of UCC9-609(b)(2) to take back the products. Any obstruction of these rights by Customer shall be deemed a further breach of its obligations under this Agreement. Furthermore, Customer acknowledges and agrees that purchase orders for products and services from Argen shall be subject to all of the provisions set forth in Argen's current General Terms and Conditions, which is attached hereto. In the event of any conflicting terms in this Agreement (including Argen's General Terms and Conditions) and any purchase order or other document sent by Customer, the provisions of this Agreement shall prevail. This Agreement (including Argen's most recent General Terms and Conditions) constitutes the entire agreement and understanding between Argen and Customer relative to the subject matter hereof. Notwithstanding the foregoing, this Agreement shall not modify nor supersede any written security agreement or personal guaranty made by or on behalf of Customer or any distribution agreement previously entered into by and between the parties.

Customer and the undersigned principal of Customer ("Principal") authorize Argen to investigate each of their credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning Customer's and Principal's credit standing, financial circumstances and responsibility to release such information to Argen, its agents, attorneys, or employees. This includes, without limitation, authorization for Argen and its agents, attorneys and employees to request, obtain and use for all purposes which Argen deems necessary, a copy of any credit bureau or consumer credit report for such Principal at any time. Argen may require a Social Security Number from the Principal to establish an open line of credit. If this is required, a member of the Argen Credit Department will contact Customer via the telephone number provided above.

TO BE SIGNED ONLY BY PRINCIPAL OF THE CUSTOMER

Customer: _____

By: _____
Signature

Name: _____
Print

Title: _____

THE ARGEN CORPORATION

By: _____
Signature

Name: _____
Print

Title: _____

Initial _____

General Terms and Conditions

1. **AGREEMENT.** These General Terms and Conditions and any other written document as may be provided by The Argen Corporation ("Argen") for specific products or services constitutes the entire agreement (collectively, the "Agreement") between Argen and the customer ("Customer"). No modifications or additional terms or conditions shall apply unless they are in writing and signed by both parties.
2. **PURCHASE ORDERS.** Each purchase order shall be in a form approved by Argen and shall specify the products or services being ordered, the requested delivery location, and other appropriate information as may be required by Argen to complete the purchase order. Argen shall have the right, at its sole and absolute discretion, to accept or reject any purchase order (or any portion thereof) for any reason.
3. **REVOCABILITY.** After receipt of a purchase order by Argen, the purchase order shall be deemed a binding non-revocable offer by Customer for a period of thirty (30) days. No purchase order for the products shall be binding upon Argen unless, and until, accepted by Argen. Acceptance by Argen shall be evidenced in writing, signed by one of its duly authorized personnel. Subsequent to the aforementioned thirty (30) day offer period, Customer may revoke a purchase order which has not been accepted by Argen upon written notice to Argen. No purchase order accepted by Argen may be cancelled or modified without Argen's written consent. Should Customer, for any reason, not honor the original terms of a binding purchase order, then Customer shall be responsible for all losses of Argen resulting therefrom.
4. **SHIPPING DATES.** Any estimated shipping dates provided by Argen to Customer are based upon conditions existing at the time the purchase order is received. Argen shall endeavor to ship by its estimated shipping date, but shall not be responsible for any losses or damages resulting from a delay in its shipment of purchased products. Purchase orders for products weighing, in the aggregate, twenty-five kilograms or less, for any day, are typically dispatched within ten (10) Argen working days from the date of Argen's acceptance of such purchase orders. With respect to all other purchase orders, the products will be dispatched within a reasonable time after the date of Argen's acceptance of such purchase orders.
5. **FREE ON BOARD.** Argen shall deliver all products FOB to the accepted place of destination, unless otherwise specified. Argen shall be responsible for the risk of loss until FOB accepted place of destination. Argen shall have the right to ship goods from any factory anywhere in the world, as determined by Argen in its sole discretion.
6. **LOST SHIPMENTS.** Argen requires that Customer report lost shipments promptly, but in any event, less than thirty (30) days after the estimated shipping date provided by Argen.
7. **PRICING.** Purchase orders for precious metals and alloys received before 4:30 PM (Pacific Time) will be priced based on the 2nd London Fixes for Gold, Platinum, and Palladium for that day. If the applicable London Fix is closed or otherwise unavailable, purchase orders will be priced based on the prevailing price, as quoted on New York Mercantile Exchange (NYMEX) if NYMEX and the applicable London Fix are both closed and/or unavailable, the purchase order will be held until the next business day and priced based on 2nd London Fix for Gold, Platinum, and Palladium for that day. In the event of a material, intraday (between 7:30 AM and 4:30 PM Pacific time) change in metal price, Argen reserves the right to reprice the order. The price of other products shall be Argen's then-current price as of the date of Argen's acceptance of the purchase order. Argen may amend such pricing from time to time without notice in its sole and absolute discretion. Prices do not include sales, use, excise or any similar tax unless otherwise specified. Any tax or other government charge upon the production, sales, shipment or use of the product which Argen is required to pay or collect from Customer shall be paid by Customer to Argen unless Customer furnishes Argen with a tax exemption certificate or any other document acceptable to the applicable taxing authority. Customer shall be solely responsible for obtaining any necessary governmental clearances, including import and foreign exchange licenses, which may be required by any government other than the United States. Customer agrees to pay any taxes, duties, and or tariffs required to be paid by any national, federal, state, provincial, or local governmental taxing authority or agency as a result of this transaction. Customer agrees to abide by any custom and/or import law or regulation that governs this transaction.
8. **IMPORT AND USE.** It is Customer's responsibility to obtain and pay for all licenses, permits, or any other requirements for the importation and/or use of the products shipped. The products may not under any circumstances be shipped or transhipped to any country on which the U.S. Government has an embargo or any company in any country which appears from time to time on the Entity List published by the United States Department of Commerce's Bureau of Industry and Security.
9. **PAYMENT TERMS.** Unless otherwise agreed by Argen: (a) payment must be made by Customer prior to shipment, provided however, if Customer is able to demonstrate sufficient financial responsibility and Argen agrees to ship products prior to payment, Customer shall be permitted to make such payment no later than 30 (thirty) days (or such other period agreed to by Argen) after the invoice date; and (b) all payments shall be in U.S. dollars unless the parties have previously agreed to do business in another currency. All overdue accounts will accrue late charges at a rate equal to the lesser of 1.5% per month or the maximum rate permissible by law. Argen reserves the right in its sole discretion to modify or withdraw credit terms at any time without prior notice. Argen may, in its sole discretion, require a form of payment guarantee including, but not limited to, a bank guarantee or irrevocable standby letter of credit from an institution approved by Argen.
10. **LIMITED WARRANTY.** Argen warrants that the products sold to Customer at the time delivered will conform to the applicable specifications. It is the Customer's sole responsibility for determining the suitability of the alloy for the dental devices they are manufacturing. Customer's sole and exclusive remedy with respect to a breach of its limited warranty hereunder will be limited to either, at Argen's option and expense, repairing, replacing, or extending credit for the products or parts returned to Argen by Customer, FOB Argen's offices. In order to be afforded the remedies provided under this limited warranty, Customer must notify Argen of a breach of this warranty within thirty (30) days of Argen's delivery of the non-conforming product. EXCEPT WITH RESPECT TO THE LIMITED WARRANTY PROVIDED HEREIN, THE PRODUCTS ARE PROVIDED "AS-IS", "WITH ALL FAULTS", AND "AS-AVAILABLE" AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY AND REPAIR OF THE PRODUCTS RESTS WITH CUSTOMER AND NOT ARGEN. ARGEN MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. ARGEN HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT.
11. **USE OF PRODUCTS.** Argen provides material safety data sheets ("MSDS") or other instructions with the shipment of products. Customer shall provide the MSDS and instructions to all personnel of Customer, and to any third party authorized by Customer to use products purchased hereunder by Customer, prior to the handling and use of the products by such personnel or third party. Customer shall ensure that such personnel at all times use the products strictly in accordance with the MSDS, the instructions, the warnings on the labels of the products and such other safety information typically known to sophisticated users of dental alloys. Customer shall ensure that only qualified, trained professionals who are familiar with the health hazards associated with precious and base metal alloys and procedures for safe handling shall be permitted to work with products Customer has purchased hereunder.
12. **RETURNS.** As set forth in Argen's Return and Refund Policy, Customer shall first obtain a Return Material Authorization ("RMA") before returning any products to Argen. Please refer to Argen's RETURN AND REFUND POLICY for information regarding Argen's return and refund policies.
13. **CUSTOMER INDEMNIFICATION OBLIGATIONS.** Customer and the principal signing this Agreement on behalf of Customer agrees to jointly and severally indemnify, defend and hold harmless Argen, its affiliates, and their respective officers, directors and employees from and against any and all claims, liability, loss, damage or expense arising from or by reason of any injury or death allegedly caused by the use, sale, transfer or alteration of the products furnished hereunder; any damage to or destruction of any property or injury to any person or persons caused by any act or omission, whether negligent or otherwise, to Customer or of any employee or agent of Customer.
14. **LIMITATION OF LIABILITY.** In the event Customer claims that Argen has breached any of its obligations under this Agreement, whether of warranty or otherwise, Argen may (but shall not be obligated to) request the return of the products and tender to Customer the purchase price theretofore paid by Customer. If Argen so requests the return of the products, the products shall be redelivered to Argen in accordance with Argen's instructions and at Argen's expense. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF CUSTOMER AGAINST ARGEN FOR BREACH OF ANY OF ARGEN'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT WITH CUSTOMER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL ARGEN BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL ARGEN'S AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR SUCH PRODUCTS.

15. **HOLD HARMLESS.** In the event any product to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, Customer agrees to hold harmless Argen, its affiliates, and their respective officers, directors and employees from any and all damages, costs and expenses relating to any claim arising from the design, manufacture or use of the product or arising from a claim that such product furnished to Customer by Argen, or the use thereof, infringes any third-party's intellectual property rights, foreign or domestic, and Customer agrees at its own expense to undertake the defense of any suit against Argen brought upon such claim or claims.
16. **RIGHT TO MAKE CHANGES.** Argen reserves the right to make changes in the design, formulation, specifications and/or technical data of its products in its sole and absolute discretion, at any time without notice to Customer and without incurring any obligation to make equivalent changes in products previously manufactured or shipped. All tooling used to produce the product to be furnished under this Agreement is the property of Argen. Argen shall retain sole and exclusive rights of ownership of all intellectual property rights in and to the Products, and all chemical compositions, specifications, formulations, materials and other proprietary rights relating thereto.
17. **FAILURE TO PERFORM.** Argen shall not be liable for any failure to perform its obligations under these Terms and Conditions resulting directly or indirectly from or contributed to by any acts of God, acts of Customer, acts of civil or military authority, priorities, fire, strikes, or other labor disputes, accidents, floods, epidemics, war, acts of terrorism, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Argen's reasonable control, whether similar or dissimilar to the foregoing.
18. **APPLICABLE LAW; VENUE; ARBITRATION.** For purposes of venue and jurisdiction, these Terms and Conditions shall be deemed made and to be performed in San Diego, California and shall be governed by the laws of the State of California. Wherever a term defined by the Uniform Commercial Code, as adopted by the State of California is used herein, the definition contained in the Uniform Commercial Code shall control. The United Nations Convention on Contracts for the International Sale of Goods is hereby expressly disclaimed to the extent it conflicts with the terms and conditions of this Agreement. Any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms and Conditions to arbitrate, shall be determined by arbitration in the City of San Diego, County of San Diego, State of California before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The arbitrator shall award reasonable attorneys' fees to the most prevailing party in the arbitration. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
19. **WAIVER.** No waiver of any provisions of these Terms and Conditions or the Agreement under which these Terms and Conditions relate 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 Argen. No failure by Argen to require Customer's strict performance of any provision of this Agreement at any time shall be deemed a waiver of such provision nor shall it affect Argen's right thereafter to enforce and require strict compliance with each and every provision of this Agreement.
20. **FORCE MAJEURE.** Argen shall be under no liability to Customer or any end user in respect of anything which may constitute a breach of these Terms and Conditions arising by reason of force majeure, namely, circumstances beyond the control of Argen, which shall include, but shall not be limited to, acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, pandemic, riot, civil commotion, including acts of local government and federal authority, and labor disputes of whatever nature and for whatever cause arising.
21. **SEVERABILITY.** If any provision of these Terms and Conditions is to be held invalid or unenforceable, in whole or in part, by any court of final jurisdiction, it is the intent of the parties that all other provisions of these Terms and Conditions shall be construed to remain fully valid, enforceable and binding on the parties in all respects as if such invalid or unenforceable provision were omitted. Any court of final jurisdiction will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the intention of the parties.
22. **NON-SOLICITATION.** During the term, and for a period of one (1) year following the termination or expiration of these Terms and Conditions, Customer will not, to the extent not prohibited by applicable law, directly or indirectly solicit, recruit, or encourage any of Argen's employees to terminate their employment with Argen; provided, however, that this section will not prevent Customer from (a) causing to be placed any general advertisements in newspapers and/or other media of general circulation (including, without limitation, advertisements posted on the internet) that is not targeted specifically at any Argen employees, or (b) engaging any recruiting firm or similar organization to identify and solicit persons for employment on behalf of Customer, so long as such recruiting firm or organization is not instructed to target any such employees of Argen.
23. **ASSIGNMENT.** Neither these Terms and Conditions nor the Agreement under which these Terms and Conditions have been provided to Customer may be assigned by Customer, whether pursuant to a change of control, asset sale, by operation of law or otherwise, and any such attempted assignment shall be deemed null and void. Customer agrees to notify Argen immediately upon a change of control (through stock transfer or otherwise) or sale of all or substantially all of the assets of its business to which these Terms and Conditions or the Agreement under which these Terms and Conditions relate. Customer acknowledges that notwithstanding any change of control or sale of Customer's assets, Customer shall remain jointly and severally liable for any liabilities of Customer and/or its successor-in-interest. Argen may assign this agreement and/or delegate its rights and obligations hereunder in whole or in part to one or more divisions, affiliates and/or third parties without notice to Customer. In such case, such divisions, affiliates and/or third parties shall have the right to enforce the provisions hereof as if they were a part of this Agreement. The Argen Corporation conducts its business, without limitation, under its corporate name, its wholly-owned subsidiary Argen Canada, LLC, and under the following DBAs: Jelenko, Leach & Dillon Dental Alloys, Aurium Research USA, Dent Gold, Wilkinson Dental Alloys, World Alloys, Gateway Alloys, and Dental Alloy Products.
24. **NO THIRD-PARTY BENEFICIARIES.** No provision of these Terms and Conditions or the Agreement under which these Terms and Conditions relate is intended to or shall be construed to confer upon or give to any person other than Argen, its successor or assigns (if applicable), and Customer any rights, remedies or other benefits under or by reason thereof.
25. **HEADINGS.** The headings of these Terms and Conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms of these Terms and Conditions.