

EQUIPMENT SUPPLY TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In these Equipment Supply Terms, unless defined in these Equipment Supply Terms or the contrary intention appears, all capitalised terms have the meaning given to them in the Details, the Dental Designer Software Licence Terms or the Milling Services Terms.

1.2 In these Equipment Supply Terms:

Agreement means these Equipment Supply Terms, the Details and any additional terms listed in the Details as 'Terms' and attached to these Equipment Supply Terms;

Additional Charge means an additional fee or charge payable by the Customer in respect of any additional service, parts or consumables provided by Stoneglass or Services where no price is fixed in the Agreement to be charged at Stoneglass' then current rates for such service, parts or consumables;

Default Rate means 9% per annum;

Equipment means the equipment specified in the Details but excludes any Software (and any other software embedded or pre-loaded in the Equipment) and any spare parts or consumables;

Force Majeure means any act or event beyond the control of a party, whether foreseen or not, which delays, interrupts or prevents such party from performing its obligations under the Agreement;

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Intellectual Property Rights means all inventions (whether patentable or not), designs and trade marks (whether registered or not), copyright, know how, trade secrets and other confidential information and other intellectual property rights and all applications and registrations for such anywhere in the world;

Maintenance Services means any services (other than Warranty Repair Services) provided by Stoneglass

necessary to repair and maintain the Equipment and/or any of the Software;

Operating Software means the Software listed in the Details as 'Operating Software' installed on or embedded in the Equipment which manages the scanning process, collects the data and converts it into a fully surfaced 3D computer model. The Operating Software does not include any of the other Software, whether or not pre-loaded in the Equipment;

Price has the meaning given to that term in the Details and includes any interest payable in accordance with clause 3.4 of these Equipment Supply Terms;

Services means, collectively, the Warranty Repair Services, Support Services and Maintenance Services;

Software means all of the Software (and all implemented Upgrades to that Software) noted in the Details as being supplied pursuant to the Agreement but does not include any software noted as "Not applicable" or "Not provided" in the Details;

Support Services means a help desk facility through which Stoneglass employees will answer questions and provide advice (including by remote access) on the use and functionality of the Equipment and the Software;

Upgrades means patches for, revisions of or changes to any of the Software which may include error corrections, implementation of corrections, minor adjustments, optimisation of existing functionality or workarounds;

Warranty Period means, in respect of the Equipment, a period of 12 months from the date of delivery of the Equipment and, in respect of the Software, ninety (90) days from the date of delivery of the Equipment; and

Warranty Repair Services means the services provided by Stoneglass at no additional charge to the Customer in accordance with clauses 6 and 7 of these Equipment Supply Terms to repair or re-supply the Equipment and any of the Software.

[Note: These Equipment Supply Terms must be attached to the completed Details and other relevant Terms indicated as applicable in the Details in order to form the Agreement between the Parties]

1.3 Where a word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning.

1.4 Unless the context otherwise requires:

1.4.1 a reference to a party includes that party's administrators, successors and permitted assigns;

1.4.2 'include' or 'including' are to be construed without limitation; and

1.4.3 words expressed in the singular include the plural and vice versa.

1.5 UNLESS SPECIFICALLY AMENDED OR EXCLUDED BY THE PROVISIONS OF THE ATTACHED TERMS FOR THE PARTICULAR SOFTWARE, PRODUCTS OR SERVICES THE SUBJECT OF THOSE TERMS, THESE EQUIPMENT SUPPLY TERMS AND THE DETAILS APPLY TO ALL EQUIPMENT, SOFTWARE, SERVICES AND PRODUCTS PROVIDED UNDER THE AGREEMENT IN ADDITION TO (AND ARE TO BE READ TOGETHER WITH) THE PROVISIONS OF THE ATTACHED TERMS FOR THE PARTICULAR SOFTWARE, SERVICES AND PRODUCTS.

2 DELIVERY AND INSTALLATION

2.1 Stoneglass must deliver the Equipment together with the Software to the Delivery Address.

2.2 The Customer acknowledges that the Delivery Timeframe specified in the Details for the delivery of the Equipment and any Software is an estimate only and Stoneglass will not be liable for any delays.

2.3 Stoneglass will install the Equipment and the Software at the Delivery Address in accordance with the installation policies and procedures of Stoneglass as amended from time to time.

2.4 Stoneglass will provide to the Customer's personnel at the time of installation (or as soon as possible after installation) such training in the operation of the Equipment and the Software as Stoneglass in its absolute discretion considers appropriate. Any subsequent requests for training are subject to acceptance by Stoneglass and will be subject to reimbursement of all travel, accommodation and reasonable other expenses for any required Stoneglass personnel. Such additional training may, at the discretion of Stoneglass, be subject to an Additional Charge but this will be notified to Customer before such training is provided.

3 PRICE AND PAYMENT

3.1 Unless otherwise indicated in the Details, the Customer must pay Stoneglass the Price in accordance with this clause 3.

3.2 The Customer must pay the Price within 14 days after receipt of a tax invoice from Stoneglass and before the delivery of the Equipment.

3.3 The Customer acknowledges that all Prices are exclusive of GST.

3.4 If the Customer fails to pay any sum due under this Agreement by the due date, the Customer must pay interest on that sum from the due date until the date of payment at the Default Rate. Interest is to be calculated on a daily basis and capitalised monthly.

3.5 Where a party makes a taxable supply (Supplier) to another party (Recipient) under the Agreement, the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier at the same time as the payment for the supply, subject to the Recipient receiving a tax invoice. Terms used in this clause have the same meaning as in the GST Act.

4 ACCESS AND ASSISTANCE

4.1 The Customer must at all times do all things necessary to give effect to the Agreement.

4.2 The Customer must provide Stoneglass (and its personnel, agents and contractors) with such:

4.2.1 access to the Customer's premises, the Equipment and the Software (and any other equipment and software used together with, installed on or imbedded in the Equipment) as Stoneglass may require to perform any of its obligations under the Agreement; and

4.2.2 assistance as Stoneglass may reasonably request from time to time.

5 TITLE AND RISK

5.1 Risk of loss or damage to the Equipment and the Software passes to the Customer:

5.1.1 if delivered by a carrier, at the time of delivery being made available to the carrier by Stoneglass; or

5.1.2 if delivered by Stoneglass, on arrival at the Delivery Address.

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5.2 Title in the Equipment remains with Stoneglass until the Price is received by Stoneglass in full in cleared funds. Until receipt of the Price in full Stoneglass may enter the premises at which the Equipment is kept and retake possession of the Equipment at any time without notice. In the case of:

5.2.1 payment by cheque, title will not pass to the Customer until the cheque is honoured; and

5.2.2 in the case of payment by electronic funds transfer, title will not pass to Customer until clear funds accrue to the nominated Stoneglass account.

6 WARRANTIES AND EXCLUSIONS

6.1 Stoneglass warrants for the Warranty Period that:

6.1.1 the Equipment is newly manufactured, of merchantable quality and is fit for its intended purpose; and

6.1.2 the Software is free from material defects and will operate substantially in conformity with the technical descriptions or specifications set out in its Documentation.

6.2 Notwithstanding clause 6.1.2, the Customer acknowledges that software in general is not error-free and agrees that the existence of errors in any of the Software will not *per se* constitute a breach by Stoneglass of the terms of the Agreement.

6.3 If at any time during the Warranty Period the Customer believes that the Equipment or the Software is defective the Customer will notify Stoneglass in writing of the perceived defect and request a Warranty Repair Service.

6.4 If, after investigating a request by the Customer in accordance with clause 6.3, Stoneglass verifies the existence of a defect Stoneglass will provide the Warranty Repair Service in accordance with clause 7 as soon as reasonably practicable.

6.5 Except for those terms that cannot by law be excluded, all other terms that might be implied into the Agreement are excluded.

7 WARRANTY REPAIR SERVICES, UPGRADES, SUPPORT SERVICES AND MAINTENANCE SERVICES

7.1 For each of the Equipment and Software during its Warranty Period Stoneglass will, at no additional charge, provide to the Customer:

7.1.1 subject to clauses 6 and 7.2, the Warranty Repair Services;

7.1.2 subject to relevant clause 7.6, any Upgrades in respect of the Operating Software within a reasonable time of such becoming available to Stoneglass; and

7.1.3 the Support Services during the hours of 9.00am - 5.00pm Monday to Friday AEST, excluding public holidays in New South Wales.

7.2 If the Customer requests Warranty Repair Services during the Warranty Period and in Stoneglass' reasonable opinion the need for such Warranty Repair Services is due (in whole or in part) to the Customer:

7.2.1 using or operating the Equipment or the Software in any manner other than strictly in accordance with any:

(i) documentation or operating instructions provided with the Equipment or the Software; or

(ii) documentation or direction provided by Stoneglass;

7.2.2 misusing the Equipment or the Software or operating the Equipment or the Software negligently; or

7.2.3 allowing the use of the Equipment or any of the Software by inexperienced or untrained operators,

then Stoneglass may charge the Customer an Additional Charge in respect of such repair services.

7.3 After the Warranty Period, Stoneglass may provide to the Customer at an Additional Charge:

7.3.1 Maintenance Services in respect of the Equipment and any Software; and

7.3.2 subject to clause 7.6, any available Upgrades in respect of the Software within a reasonable time of such becoming available to Stoneglass.

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7.4 The Customer acknowledges that any Maintenance Services, Upgrades and repairs performed in respect of the Equipment or Software for an Additional Charge pursuant to clauses 7.2 or 7.3 do not include and the Customer must separately pay Stoneglass for all:

- 7.4.1 parts and consumables used;
- 7.4.2 shipping costs for parts/Equipment returned for repair or replacement; and
- 7.4.3 reasonable travel and accommodation expenses for any required technicians or other Stoneglass personnel.

7.5 During the term of the Agreement Stoneglass will use reasonable endeavours to ensure the continued availability and supply of parts and consumables necessary to ensure the proper functioning of the Equipment. However, Stoneglass does not warrant, represent or guarantee such continued availability or supply of spare parts or consumables for any particular length of time.

7.6 The Customer acquires a non-exclusive sub-licence or licence, as the case may be, to use such Upgrades on the same terms and subject to the same limitations as the licence or sub-licence of the original Software under the Agreement.

8 GRANT OF SOFTWARE LICENCE

Stoneglass grants the Customer a perpetual non-exclusive sub-licence to use the Operating Software in accordance with terms of the Agreement for the sole purpose of enabling the use and operation of the Equipment in the Customer's business at the Delivery Address.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Customer must not do or omit to do anything damaging to the Intellectual Property Rights or other rights of Stoneglass or any third party supplier including removing or altering any trade marks or notices on the Equipment or any of the Software, making copies of any of the Software or failing to keep confidential information of Stoneglass confidential. The Customer may not use any of the Intellectual Property Rights belonging to Stoneglass, its related bodies corporate or any third party supplier or the Software in any way whatsoever unless expressly authorised by Stoneglass in writing.

9.2 The Customer acknowledges that:

- 9.2.1 it is purchasing the Equipment in which the Software (and possibly other software) may be embedded, pre-installed or which will be subsequently provided but that it is not purchasing any of the Software or any other embedded or pre-loaded software itself or any copy of it;
- 9.2.2 the Software (and any other embedded or pre-loaded software) is owned by Stoneglass or its third party suppliers and is protected by copyright law, international treaty provisions and all other applicable laws. Stoneglass (or its third party supplier, as the case may be) retains all title, copyrights and Intellectual Property Rights in the Software and any other embedded or pre-loaded software; and
- 9.2.3 it does not acquire any right, title or interest in the Software or the Intellectual Property Rights of Stoneglass or any third party supplier under the Agreement, other than those limited rights expressly set out in the Agreement.

9.3 The Customer must:

- 9.3.1 supervise and control the use of the Software in accordance with the terms of the Agreement; and
- 9.3.2 ensure its employees, subcontractors and agents who have access to the Software are made aware of the terms of the Agreement.

9.4 To the fullest extent permitted by law, the Customer must not do any act or permit any act to be done which infringes the rights of Stoneglass or its suppliers in the Equipment or the Software (including copying, reproducing, translating, adapting, varying, reverse engineering, decompiling, disassembling or modifying the Equipment or any of the Software) without the written consent of Stoneglass.

9.5 The Customer must immediately report to Stoneglass any breach, whether anticipated, suspected or otherwise of any Intellectual Property Rights or other rights of Stoneglass or its third party suppliers in the Equipment, any of the Software or otherwise.

9.6 The Customer indemnifies and will reimburse Stoneglass for the consequences of any infringement of its or its suppliers' Intellectual Property Rights or other rights in the Equipment or Software caused or facilitated by the Customer.

10 CONFIDENTIAL INFORMATION

- 10.1 Each party agrees that all non-public or proprietary information relating to the business, technology or affairs of the other provided or disclosed under the Agreement or during the preceding negotiations, including the terms of the Agreement, are confidential.
- 10.2 Except as required by law, neither party will use or disclose such confidential information to any third party without the prior written consent of the other.

11 LIABILITY AND INDEMNITY

- 11.1 To the fullest extent permitted by law, Stoneglass will not be liable for and the Customer must indemnify and hold Stoneglass harmless against any claim, loss or damage of any kind whatsoever, including any damage to any person or property (including any indirect or consequential loss or damage, loss of profit or loss of opportunity) directly or indirectly occasioned by or arising from the use or operation or possession of the Equipment or the Software or that may arise under the Agreement. This indemnity will extend to any costs and expenses incurred by Stoneglass and will continue in force notwithstanding the termination of the Agreement or any part of the Agreement.
- 11.2 If liability arising from or in relation to the Agreement cannot be excluded, the liability of Stoneglass arising in respect of the Equipment, the Software or the Services and whether in contract, tort (including negligence) or otherwise or for a breach of a condition or warranty implied by statute will be limited, at the option of Stoneglass, to:
- 11.2.1 the re-supply, repair or replacement of the Equipment or the Software, supply of equivalent equipment or software or payment for such re-supply, repair or replacement; or
- 11.2.2 in the case of the Services the re-supply of the Services or payment for the re-supply of equivalent services.
- 11.3 Notwithstanding any other term of the Agreement, the total liability of Stoneglass arising in respect of the Equipment, the Software, the Services or otherwise under the Agreement and whether in contract, tort (including negligence) or otherwise is limited to the amount of the Price paid by the Customer to Stoneglass.
- 11.4 The liability of Stoneglass for any loss or damage arising in respect of the Equipment, the Software, the Services or otherwise under the Agreement is reduced

proportionally to the extent that any act or omission of the Customer or any person (other than Stoneglass, its employees, agents or subcontractors) contributed to the loss or damage incurred.

12 TERMINATION

- 12.1 In addition to any specific right of termination given elsewhere in the Agreement, Stoneglass may terminate the Agreement in whole or in part by notice to the Customer:
- 12.1.1 if the Customer breaches any term of the Agreement which is capable of remedy and the Customer fails to rectify that breach within 30 days of the receipt of a notice from Stoneglass to do so;
- 12.1.2 if the Customer is in breach of any of the terms of the Agreement which breach is not capable of remedy; or
- 12.1.3 if the Customer becomes or threatens to become or in jeopardy of becoming in a reasonable opinion of Stoneglass, subject to any form of insolvency administration.
- 12.2 In addition to any specific requirements set out elsewhere in the Agreement, on termination of the Agreement (unless otherwise stated in Stoneglass' termination notice) the Customer must allow Stoneglass access to the Equipment to uninstall or otherwise remove the Software.
- 12.3 Termination of the Agreement (or any part of it) is without prejudice to and does not affect the accrued rights or remedies of the parties arising in any way out of the Agreement up to the date of termination and will not affect any other rights or remedies which Stoneglass may otherwise exercise against the Customer.

13 MISCELLANEOUS

- 13.1 The Customer may not assign, licence, sell, lend or otherwise transfer or move from the Delivery Address the Equipment or any of the Software without the consent of Stoneglass, which consent may not be unreasonably withheld.
- 13.2 Stoneglass may, without the prior consent of the Customer, engage agents or contractors to assist Stoneglass in providing the Services or any other services to be provided by Stoneglass under the Agreement.

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- 13.3 A party will not be liable to the other if performance of its obligations (other than the obligation to pay money) is delayed, impeded or prevented by Force Majeure.
- 13.4 Unless otherwise agreed between the parties in writing, these Equipment Supply Terms together with the Details and all other Terms attached to the Details contain the entire agreement between the parties concerning the subject matter and supersede all previous agreements, understandings and negotiations.
- 13.5 The terms of the Agreement apply to the supply of the Equipment and the Software and performance of the Services to the exclusion of any other terms contained in any purchaser order, letter or any other document.
- 13.6 The terms of the Agreement cannot be amended except by written agreement executed by the parties.
- 13.7 The clauses relating to intellectual property rights (clause 9) confidential information (clause 10) and indemnities (clauses 9.6 and 11.1) are continuing obligations which will survive the expiry or termination of the Agreement.
- 13.8 The Agreement is governed by and to be construed in accordance with the laws of New South Wales and the parties agree to submit to the exclusive jurisdiction of the courts of New South Wales and the courts of appeal from those courts.