



## MILLING SERVICES TERMS

### 1 DEFINITIONS & INTERPRETATION

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

1.2 In these Milling Services Terms:

**Extended Warranty Period** means a period of 12 months from the date of delivery of the Equipment;

**Milling Services** means the milling and production by Stoneglass of its precision milled customised dental products identified in the Milling Services Pricing Schedule;

**Milling Services Fees** means the fees for the provisions of Milling Services as specified in the Milling Services Pricing Schedule as amended by Stoneglass from time to time;

**Milling Services Pricing Schedule** means Stoneglass' pricing schedule, the current version of which is annexed to the Agreement, which includes all applicable Milling Service Fees in respect of the Milling Services and the standard charges for disbursements/expenses, as amended by Stoneglass from time to time in accordance with these Milling Services Terms;

**Minimum Term** means a period of 2 years from the Milling Services Commencement Date;

**MS Term** means the Minimum Term and any Subsequent Term until the termination of these Milling Services Terms in accordance with clause 10.

**Order Form** means Stoneglass' standard order form for Milling Services included with the Stoneglass Software as updated by Stoneglass from time to time;

**Products** means the dental products created by or resulting from the performance of the Milling Services;

**Stoneglass Software** means the Software listed in the Details as "Stoneglass Software" provided to the Customer by Stoneglass and used to connect the Equipment, Operating Software and Dental Designer Software to the Stoneglass milling service centre in

order to enable Stoneglass to provide, and the Customer to obtain, the Milling Services;

**Subsequent Term** means, for the first Subsequent Term after the Minimum Term, the period from the day after the end of the Minimum Term until the date that the next Annual Licence Fee is due for the Dental Designer Software and, thereafter, the next and each further Subsequent Term commences on the day after the Annual Licence Fee for the Dental Designer Software for that year is due until the date that the Annual Licence Fee for the Dental Designer Software for the following year is due; and

**Warranty Services** means the re-supply of the Milling Services and repair or re-supply of the relevant Products in accordance with clause 6 of these Milling Services Terms at no additional charge to the Customer.

### 2 APPOINTMENT AS EXCLUSIVE SUPPLIER

2.1 In consideration of the provision of the Extended Warranty Period, the Support Services, the Maintenance Services and the Stoneglass Software to the Customer and the 5 year Product Replacement Guarantee at no additional charge, the Customer appoints Stoneglass as its exclusive supplier to provide the Milling Services and the Products for the MS Term on the terms of the Agreement.

2.2 The Customer acknowledges that for the MS Term the Equipment will be a closed system and the administration settings on the Equipment will be locked and the administrator function may only be exercised by Stoneglass.

### 3 ORDERS AND DELIVERY

3.1 The Customer may only place an order for Milling Services/Products by submitting a completed Order Form with Stoneglass by using the Stoneglass Software send functionality and specifying the Milling Services/Products required together with all other requested information.

3.2 If the Customer has not been notified by Stoneglass that the order has been rejected within 24 hours of receipt of an Order Form by Stoneglass then such order will be deemed accepted by Stoneglass.

- 3.3 On acceptance of an order by Stoneglass, Stoneglass will provide the Milling Services and produce and supply the Products to the Customer in accordance with the Agreement and the Order Form.
- 3.4 Orders may only be cancelled by a Customer, at no charge, prior to the milling of the relevant Product(s). The Customer may track the status of its orders by logging into its own page on the Stoneglass website (<http://www.stoneglass.com.au>) as a "Scanning Partner") with the password for (and the address of) which will be provided by Stoneglass.
- 3.5 Both Parties acknowledge that there are no minimum purchase obligations for the Milling Services or the Products under the Agreement.
- 3.6 Stoneglass will aim to fulfil all accepted orders and either dispatch or make Products available for collection in accordance with the indicative delivery timeframes referred to in the Milling Services Pricing Schedule.
- 3.7 The Customer acknowledges that any times or dates referred to in the Milling Services Pricing Schedule or otherwise in relation to the provision of the Milling Services or Products are estimates only and Stoneglass will not be liable for any delays.
- 3.8 Risk of loss or damage to the Products passes to the Customer:
- 3.8.1 if delivered to the Customer by a carrier arranged by the Customer, at the time of delivery being made available to the carrier by Stoneglass; or
- 3.8.2 if delivered to the Customer by Stoneglass or by a carrier arranged by Stoneglass, at the time of delivery to the Customer.
- 3.9 The Customer must keep its password secure and is responsible and liable for all orders placed and actions taken by anyone using the password.

#### 4 MILLING SERVICES FEES AND PAYMENT

- 4.1 The Customer must pay Stoneglass the Milling Services Fees for providing the Milling Services/the Products in accordance with this clause 4.
- 4.2 The Customer must reimburse Stoneglass for all reasonable disbursements and expenses incurred by Stoneglass in connection with providing the Milling Services and the Products provided that:
- 4.2.1 such disbursements and expenses are as set out in the Milling Services Pricing Schedule; or

- 4.2.2 Stoneglass obtains the Customer's prior consent before incurring such expenses; and
- 4.2.3 Stoneglass gives details of the expenses incurred.

- 4.3 The Customer must, unless otherwise agreed by the parties in writing, pay the Milling Services Fees (and any disbursements/expenses incurred by Stoneglass as contemplated in clause 4.2) within 30 days after receipt of a tax invoice from Stoneglass.
- 4.4 The Customer acknowledges that interest or additional credit card fees may apply in respect of the Milling Services Fees payable depending on the Customer's selected method of payment and the timeframe within which payment is made to Stoneglass. The account payment terms outlining interest and additional credit card fees are specified in the Milling Services Pricing Schedule, which may be updated or amended by Stoneglass from time to time.
- 4.5 Stoneglass may in its absolute discretion increase the Milling Services Fees by amending its Milling Services Pricing Schedule from time to time, such increases to take effect and be applicable in respect of any Orders placed by the Customer after the date that Stoneglass provides written notification to the Customer of the updated Milling Services Pricing Schedule.

#### 5 GRANT OF LICENCE AND USE OF STONEGLASS SOFTWARE

Stoneglass grants the Customer a non-exclusive licence to use the Stoneglass Software subject to these Milling Services Terms and the terms of the Agreement (**Stoneglass Licence**) for the sole purpose of facilitating the Customers' use of the Equipment and the Software to avail itself of the Milling Services and the Products in accordance with the terms of the Agreement.

#### 6 WARRANTIES AND EXCLUSIONS

- 6.1 In addition to any other warranties provided in the Agreement and without limiting any other term of the Agreement, Stoneglass warrants that for the MS Term the:
- 6.1.1 the Milling Services will be performed using due care and skill; and
- 6.1.2 the Products will be of merchantable quality, fit for their intended purpose and free from material defects.
- 6.2 If at any time during the MS Term the Customer believes that the Milling Services are defective the

Customer will notify Stoneglass in writing of the perceived defect and request a Warranty Service.

- 6.3 If, after investigating a request by the Customer in accordance with clause 6.2, Stoneglass verifies the existence of a defect Stoneglass will provide the Warranty Service in accordance with clause 9 as soon as reasonably practicable.

## 7 REPLACEMENT GUARANTEE

- 7.1 Subject to clauses 7.2 and 7.3, Stoneglass guarantees the quality and craftsmanship of the Products for a period of 5 years from the date of delivery to the Customer (**Guarantee Period**) and will replace any defective Product notified by the Customer during the Guarantee Period at no additional charge to the Customer (**5 Year Product Replacement Guarantee**).

- 7.2 Stoneglass will not be liable and the 5 Year Product Replacement Guarantee will not apply to:

- 7.2.1 any ceramic coating, other treatments or finishes applied by a dental technician; or
- 7.2.2 any breakage or fracture of the Product caused by poor design, errors in design or designs which are outside of Stoneglass' published indications for the relevant Product.

- 7.3 The 5 Year Product Replacement Guarantee only covers the replacement by Stoneglass of the Product(s) in the same material in which the Product(s) was originally made and does not include reimbursement or payment by Stoneglass of any other or additional costs.

## 8 LIABILITY AND INDEMNITY

- 8.1 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 Products or performance of (or failure to perform) the Milling Services or that otherwise may arise under these Milling Services Terms. 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.

- 8.2 If liability arising from or in relation to the provision of the Milling Services or the Products cannot be excluded the liability of Stoneglass is limited, at the option of Stoneglass, to:

- 8.2.1 repairing, replacing or re-supplying the Products or paying the cost of repair or re-supply; or
- 8.2.2 re-supplying the Milling Services or paying for the cost of the re-supply of equivalent services.

- 8.3 Notwithstanding any other term of the Agreement, the total liability of Stoneglass arising in respect of the Milling Services or the Products and whether in contract, tort (including negligence) or otherwise is limited to the amount of the Milling Services Fees paid by the Customer for the Milling Services or Products in question.

- 8.4 The liability of Stoneglass for any loss or damage arising in respect of the Products, or the Milling Services 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.

## 9 EXTENDED WARRANTY REPAIR SERVICES, UPGRADES, SUPPORT SERVICES AND MAINTENANCE SERVICES

- 9.1 Notwithstanding any other term of this Agreement Stoneglass will, for the Equipment and the Software and at no additional charge, provide to the Customer:
- 9.1.1 subject to clauses 6 and 7.2 of the Equipment Supply Terms, the Warranty Repair Services for the Extended Warranty Period Term;
- 9.1.2 subject to clause 7.6 of the Equipment Supply Terms and clause 9.2 of these Milling Services terms, any Upgrades for the MS Term within a reasonable time of it becoming available to Stoneglass;
- 9.1.3 the Support Services for the MS Term during the hours of 9.00am - 5.00pm Monday to Friday AEST (excluding public holidays in New South Wales); and
- 9.1.4 subject to clause 7.4 of the Equipment Supply Terms, the Maintenance Services after the Extended Warranty Period for the remainder of the MS Term.
- 9.2 Notwithstanding any other term of the Agreement, Stoneglass will make the Upgrades available to the Customer in its sole discretion and only once it has ascertained that there will be no adverse impact on the

operation of the Equipment and the Software as a whole and the performance of the Milling Services.

## 10 TERM AND TERMINATION

10.1 These Milling Services Terms commence on the Milling Services Commencement Date and continue for the MS Term unless terminated earlier in accordance with the Agreement.

10.2 In addition to any other termination rights in the Agreement:

10.2.1 after the Minimum Term these Milling Services Terms may be terminated at the end of a Subsequent Term by either party on one (1) month's notice in writing prior to the expiry of that Subsequent Term; and

10.2.2 on the termination of the Dental Designer Software Licence Terms or the DD Licence, these Milling Services Terms and the Stoneglass Licence will automatically terminate, unless Stoneglass notifies the Customer in writing to the contrary.

## 11 CONSEQUENCES OF TERMINATION

11.1 If during the Minimum Term or any Subsequent Term these Milling Services Terms are terminated by Stoneglass pursuant to clause 11.1 of the Equipment Supply Terms or by the Customer for any reason other than in accordance with clause 10.2.1 of these Milling Services Terms:

11.1.1 the Stoneglass Licence terminates immediately;

11.1.2 the Customer must pay to Stoneglass the Early Termination Fee (Milling Services) within 14 days of the termination; and

11.1.3 the Customer must allow Stoneglass access to the Equipment to uninstall or otherwise remove the Stoneglass Software from the Equipment and Stoneglass must unlock the Equipment on payment receipt of payment of the Early Termination Fee (Milling Services).

11.2 The Customer acknowledges that the Early Termination Fee (Milling Services) payable under clause 11.1.2 represents the value of the Extended Warranty Period, the Support Services, the Maintenance Services provided after the Extended Warranty Period, the Stoneglass Licence provided by Stoneglass to the Customer and the reasonable costs and expenses associated with Stoneglass accessing the Equipment to uninstall/remove the Stoneglass Software and to 'unlock' the Equipment administration

settings so as to allow the Customer to continue to use the Equipment.

11.3 If these Milling Services Terms are terminated by Stoneglass or the Customer pursuant to clause 10.2.1:

11.3.1 the Stoneglass Licence terminates with the expiry of that Subsequent Term; and

11.3.2 the Customer must allow Stoneglass access to the Equipment to uninstall or otherwise remove the Stoneglass Software from the Equipment and to unlock the Equipment.

11.4 For the avoidance of doubt, termination of these Milling Services Terms contemplated by clauses 10 and 11 will not affect any other rights or remedies which Stoneglass may otherwise exercise against the Customer.