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Catalog Terms and Conditions of Sale

The Terms and Conditions of Sale apply to all products ordered from 3M Unitek Corporation.

Orders
To facilitate filling your order, please be as specific as possible. Orders must specify product number, quantity desired and any descriptive information (e.g. size or color).

Items submitted in connection with Incognito™ Appliance System orders become the property of 3M Unitek and will not be returned.

Prices and Terms
Please consult our current price list or call our toll free number listed below. Policies and terms are subject to change without notice. Terms are net 30 days, except payment for the Incognito Appliance System is due at the time of the order.

Shipments
All shipments are FOB point of origin. Each shipment will be accompanied by an itemized packaging list. An invoice covering each shipment will be forwarded promptly.

Back-Orders
In some instances, products listed in our catalog may be temporarily out of stock. In-stock items will be shipped immediately and any back-ordered items will be delivered as soon as possible. There will be NO additional shipping charges on Domestic back orders, however International shipments will be charged.

Returns
1. Returns within 30 days from the date of shipment will be accepted for a full refund
2. Returns within 31-90 days from the date of shipment will incur a 20% restocking fee
3. Returns over 90 days from the date of shipment will not be accepted

Credit will be issued provided that:
1. Product is unused and in resalable condition; and
2. A copy of the invoice of sale or the package slip accompanies the product.

The following products are not returnable:
1. Custom products (bands and bases with welded assemblies), including the Incognito™ Appliance System
2. Doctor’s specials
3. Products requiring refrigeration
4. Opened chemical products

If the return is due to defective product or 3M Unitek error, full credit will be issued, provided the return is made within the period specified in any applicable 3M Unitek warranty. To facilitate your return, you must contact Customer Service at the number listed below to obtain an authorization number.

Product Use
Buyer is responsible for evaluating whether a product is appropriate for a particular use or application. The conditions of evaluation, selection, and use of a product can vary widely and affect the use and application of a product. Because many of these conditions are uniquely within the buyer’s knowledge and control, it is essential that buyer evaluate whether the product is suitable and appropriate for a particular use or application.

Warranty and Limited Remedy
Except for the products with special warranty provisions noted below, 3M Unitek warrants that all products are free from defects in materials and manufacture. 3M Unitek’s sole obligation and the buyer’s sole remedy in the event of any claimed defect shall be, at 3M Unitek’s option, repair, of the product, replacement of the product, or refund of the purchase price. Written notice of claimed defect must be received by 3M Unitek at the address below within reasonable time after discovery not to exceed one year from the date of delivery.

Unitek™ Hand Instruments Special Warranty Information
3M Unitek warrants that this instrument will be free from defects in materials and manufacture for a period of 1 year from the date of purchase.

Failure to follow recommended use, maintenance and sterilization procedures will void all warranty claims. Recommended maintenance includes cutter tip/blade re-sharpening and reconditioning (cleaning, polishing, adjusting screw as necessary) every six months. 3M Unitek’s sole obligation and customer’s sole remedy in the event of a claimed defect shall be limited to, at 3M Unitek’s option, repair, replacement of the product, or refund of the purchase price.

All instruments should be sent to the 3M Unitek Authorized Service Center at the address below for evaluation to determine credit, replacement, or repair. The Authorized Service Center will determine, upon receipt of instrument, if the instrument is to be covered by warranty. Materials and manufacturing are the only items covered by this warranty. Misuse or abuse will void warranty. Buyer will be contacted regarding repair charges for out of warranty instruments.

Unitek™ Prestige Series Hand Instruments
Special Warranty Information
3M Unitek warrants that this instrument will be free from defects in materials, manufacture or separation of brazed cutting edges for a period of 1 year from the date of purchase. 3M Unitek further warrants that this instrument will be resistant to corrosion for 5 years from the date of purchase. Failure to follow recommended use, maintenance and sterilization procedures will void all warranty claims. Recommended maintenance includes cutter tip/blade re-sharpening and reconditioning (cleaning, polishing, adjusting screw as necessary) every six months. 3M Unitek’s sole obligation and buyer’s sole remedy in the event of a claimed defect shall be limited to, at 3M Unitek’s option, repair, replacement of merchandise, or refund of the purchase price.
Catalog Terms and Conditions of Sale

All instruments should be sent to the 3M Unitek Authorized Service Center at the address below for evaluation to determine credit, replacement, or repair. The Authorized Service Center will determine, upon receipt of instrument, if the instrument is to be covered by warranty. Materials, manufacture, and corrosion resistance are the only items covered by this warranty. Misuse or abuse will void warranty. Buyer will be contacted regarding repair charges for out of warranty instruments.

3M Unitek – Authorized Service Center
Precision Plier Service
14175 Telephone Avenue, Suite D
Chino, CA 91710-5762
Phone: 1-800-229-9060 USA,
Canada
Worldwide:
Phone: 909-590-2085
Fax: 909-590-8604.

Waiver of Implied Warranties
ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE ARE DISCLAIMED.

Limitation of Liability
Except where prohibited by law, 3M Unitek will not be liable for any loss or damages arising from any product, whether direct, indirect, special, incidental or consequential, regardless of the theory asserted, including warranty, contract, negligence or strict liability.

Product Changes
Products are continually undergoing refinement in design and manufacture. 3M Unitek reserves the right to improve, modify or discontinue products at any time.

Termination for Default
3M Unitek may terminate an order, in whole or in part, if buyer is in breach of a material obligation and does not cure such breach to the reasonable satisfaction of 3M Unitek within ten (10) days of 3M Unitek's written notice of intent to terminate the order for buyer's default.

Incognito™ Appliance System Fee for Canceled Case Setups
Orders placed with 3M Unitek for appliance setups in the Incognito Appliance System are subject to a fee of US $350 if the order is canceled. Also, if an ordered setup has been available in Unitek™ Treatment Management Portal | TMP for 30 days and remains without review and response from the ordering doctor, 3M Unitek, at its discretion, may treat the order as canceled and assess the fee. A reorder and resubmission of case files will be necessary to begin the process again if an order is canceled.

Protected Personal Health Information
3M Unitek offers certain custom products and services, including the Incognito™ Appliance System, Unitek™ Digital Models, and Unitek™ for Incognito™ Systems. In ordering these products the buyer may provide 3M Unitek with personal health information. 3M Unitek will comply with applicable law with respect to this information. The buyer warrants that it has obtained the necessary consent to send this information to 3M Unitek and for 3M Unitek to send this information to its vendors. To safeguard this information and to comply with applicable law, 3M Unitek has implemented policies to protect this information, provided training to personnel with access to this information, implemented building access controls and tracking, implemented electronic data access controls, required its vendors to implement safeguards and comply with applicable law, and designed certain products and software with features such as encryption to assist the buyer in protecting personal health information.

Waiver
Any failure or delay by either party in exercising any right or remedy provided by or relating to the order or these Terms and Conditions does not constitute a waiver and shall not prohibit a party from exercising such right or remedy at a later time or from exercising any other right or remedy available.

Entire Agreement
These terms and conditions of sale constitute the entire agreement between the parties with respect to the product sale except for the price set by the applicable 3M Unitek price quotation, 3M Unitek price sheet, or separate pricing agreement; and by any additional 3M Unitek terms and conditions agreed to by the buyer electronically or in writing.

3M Unitek Corporation
2724 South Peck Road
Monrovia, California 91016

General Information (Switchboard)
U.S. and PR (800) 634-5300
Worldwide (626) 574-4000

Phonemail Messages
U.S. and PR (800) 852-1990
Canada (800) 433-1848

Technical Helpline
U.S. and PR (800) 265-1943
Worldwide (626) 574-4577

Customer Service Phone
U.S. and PR (800) 423-4588
Canada (800) 443-1661
Worldwide (626) 574-4000

Customer Service FAX
U.S. and PR (800) 328-2360
Canada (800) 328-2360
Worldwide (626) 574-4311

Online Ordering
Contact your local 3M Unitek Representative for more information.

Effective: July 2017
### International Operations

<table>
<thead>
<tr>
<th>Country</th>
<th>Address</th>
<th>Telephone</th>
<th>Fax</th>
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</thead>
<tbody>
<tr>
<td>3M Australia</td>
<td>Building A, 1 Rivett Road, North Ryde, NSW 2113</td>
<td>TEL 1300 363 484</td>
<td>FAX 1800 500 155</td>
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<tr>
<td></td>
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<td>TEL 0800 441 622</td>
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<td>FAX 0800 441 620</td>
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<tr>
<td>3M Austria</td>
<td>3M Österreich GmbH Kranichberggasse 4, 1120 Wien, Austria</td>
<td>TEL 43-1-86686-350</td>
<td>FAX 43-1-86686-424</td>
</tr>
<tr>
<td>3M Belgium</td>
<td>3M Belgium N.V./S.A. Hermesiaan 7, 1831 Diegem, Belgium</td>
<td>TEL +32 (0) 2-722-5330</td>
<td>FAX +32 (0) 2-722-5336</td>
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<tr>
<td>3M Brazil</td>
<td>3M do Brasil Ltda. 23300 Rodovia Anhanguera, km 110 Sumaré –</td>
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<td></td>
<td>SP Wai Gao Qiao, Pu Dong Shanghai 200131 People’s Republic of</td>
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<td></td>
<td>China</td>
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<tr>
<td>3M China</td>
<td>3M International Trading Co. Ltd. No. 858 Yinglun Road, Wai</td>
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<td></td>
<td>Gao Qiao, Pu Dong, Shanghai 200131 People’s Republic of China</td>
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<td>3M Denmark</td>
<td>3M Denmark A/S Hannemanns Allé 53 DK-2300 København S. Denmark</td>
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<td>TEL 45-43-48-01-49 FAX 45-43-96-85-96</td>
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<td>Suomen 3M Oy PI 600, Keilaranta 6 O2151 Espoo Finland</td>
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<td>TEL 358-9 525 21 FAX 358-9 5122 944</td>
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<td>3M France</td>
<td>Marchés de la Santé Département Soin Oral Professionnel</td>
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<td></td>
<td>Boulevard de l’Oise 95006 Cergy Pontoise Cedex France</td>
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<tr>
<td>3M Germany</td>
<td>3M Deutschland GmbH ESPE Platz 82229 Seefeld Tel.: +49 8191 9474-5000</td>
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<td></td>
<td>Athens, Greece TEL (33) 1-3031-8428 FAX (33) 1-3031-8439</td>
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<td>3M Greece</td>
<td>3M Hellas Limited 20, Kifissias Avenue 15125 Marousi Athens,</td>
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<td>Greece TEL (30) 210-688-5300 FAX (30) 210-684-3281</td>
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<td>3M Gulf</td>
<td>3M Gulf Ltd. Dubai Internet City P.O. Box 20191 Dubai, UAE</td>
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<tr>
<td></td>
<td>TEL +971-4-3670777 FAX +971-4-3670699</td>
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<tr>
<td>3M Korea</td>
<td>19th Floor Daehan Investment Trust Bldg. 27-3 Yoido-Dong</td>
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<td></td>
<td>Youngdeungpo-Gu Seoul Korea TEL: (822) 3771-4114 FAX: (822) 43-4114</td>
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<tr>
<td>3M Hong Kong</td>
<td>5/F Victoria Centre 15 Watson Road Hong Kong TEL: (852) 2806-6111</td>
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<td>3M India</td>
<td>3M ESPE Division, 3M Concorde Block UB City 24, Vital Mallya</td>
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<td>Road Bangalore India TEL: 0091-80-22231414 FAX: 0091-80-22231450</td>
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<td>San Bovio, 3 20090 Segrate (Milano) Italy TEL (039) 02-7035-3524</td>
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<td>FAX (039) 02-7035-3525</td>
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<td>3M Japan</td>
<td>3M Japan Limited 6-7-29 Kita-Shinagawa Shinagawa-ku Tokyo</td>
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<td>Japan TEL: (81) 3-6409-3800</td>
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<td>3M Mexico</td>
<td>3M Mexico SA de CV Avenida Santa Fe #190 Col Santa Fe Del</td>
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<td>Alvaro Obregen Ciudad de Mexico Distrito Federal 01201 Mexico</td>
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<td>TEL: 0-1800-690-1474 FAX: 52+52700433 or 52+52702224</td>
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<tr>
<td>3M Netherlands</td>
<td>3M Nederland BV Molengraaffsingel 29 2629 Jd Delft Postbus 1002</td>
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<tr>
<td></td>
<td>2600 Ba Delft Netherlands TEL 31-71-5-450-704 FAX 31-71-5-450-735</td>
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<tr>
<td>3M Norway</td>
<td>3M Norge A/S Hvamveien 6 Postboks 100 2013 Skjetten Norway</td>
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<td>TEL 47-815-58-440 FAX 47-63-84-17-88</td>
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</tbody>
</table>
International Operations

3M Poland
3M Poland SP.Z.O.O.
AL. Katowicka 117
05-830 Kajetany
Nadarzyn
Poland
TEL +48-22-7396083
FAX +48-22-7396004

3M Portugal
Orthodontic Products
Rua Conde de Redondo, 98
1169-009 Lisboa
Portugal
TEL: +351-21-3134645
FAX: +351-21-3134592

3M Spain
3M Espana, S.L.
Juan Ignacio Luca de Tena, 19-25
28027 - Madrid Spain
TEL (34) 91-321-6410
FAX (34) 91-321-6358

3M Sri Lanka
3M Lanka
3rd Floor, 65 C
Dharmapala Mawatha
Colombo 07
Sri Lanka
TEL 941-875701
FAX 941-867891

3M Sweden
3M Svenska AB
Bollstanäsvägen 3
191 89 Sollentuna
Sweden
TEL (46) 8-92-21-00
FAX (46) 8-754-55-37

3M Switzerland
3M (Schweiz) GMBH
Eggstrasse 93
CH-8803 Rüschlikon
Switzerland
TEL 41-1-724-92-51
FAX 41-1-724-92-38

3M Taiwan Limited
6/F, No. 95
Sec 2, Tun Hwa South Road
Taipei 10628
Taiwan
TEL: 886-2-3701-3334
FAX: 886-2-2706-9572

3M United Kingdom PLC
Building 47 Charnwood Campus
10 Bakewell Road
Loughborough
LE11 5RB
U.K.
TEL +44 (0) 1509 613305
FAX +44 (0) 1509 613172

3M Vietnam Limited
77 Hoang Van Thai
Tan Phu Ward, District 7
Ho Chi Minh City
Vietnam
TEL: (84) 832-3661
FAX: (84) 8-5416-0429

3M Thailand Limited
159 Asoke Montri Road
Klongtoey-Nua, Wattana
Bangkok 10110
Thailand

3M Asia Pacific
3M Technologies (s) Pte. Ltd
1 Yishun Avenue 7
Singapore 768923
TEL (65) 6 450 8783
FAX (65) 6 458 5432

International Representatives

Argentina  Czech Republic  Hungary  Oman  Singapore
Azerbaijan  Dominican  Indonesia  Pakistan  Slovenia
Bahrain  Republic  Israel  Panama  South Africa
Bolivia  Ecuador  Kuwait  Paraguay  Turkey
Bulgaria  Egypt  Latvia  Peru  U.A.E.
Caribbean  El Salvador  Lebanon  Philippines  Ukraine
Chile  Estonia  Lithuania  Qatar  Uruguay
Colombia  Georgia  Malaysia  Romania  Venezuela
Costa Rica  Guatemala  Morocco  Russia
Croatia  Honduras  Nicaragua  Saudi Arabia