

2010 TERMS FOR RETAIL CUSTOMERS #2/TES

FOR ALL ATI BRANDS • U.S.A., CANADA, PUERTO RICO & ALL OTHER COUNTRIES (EXPORT) • Effective June 1, 2010 - Edition #1

Call TOLL FREE to order 1-800-628-1437 or NEW 800:235-4639 NATIONWIDE (including California) FAX: 805-483-8482 • E-mail: info@americantooth.com

ADVANTAGES OF USING THE TOOTH EXPRESS SERVICE:

- TOOTH EXPRESS SERVICE is available for all of our product lines.
- No order is too small.
- Orders received by 12:00 noon PST (3:00 pm EST) will be shipped the same day.
- New accounts will have FREE freight charges for stocking order.
- FREE 800 number for TOOTH EXPRESS Service in California and Nationwide - 800-628-1437.
- FREE Technical Consultation. • Monthly Sales promotions. • Invoice is included in the package.

ADDITIONAL ADVANTAGES WHEN ORDERING TEETH:

- 1/3 to 1/2 the price of Dentsply teeth for all tooth products that utilize the same molds and colors.
- Most teeth are manufactured in the U.S.A.
- ADA data on teeth is supplied - most other manufacturers do not.
- Full sets and broken sets are accepted for credit/exchange - see tooth policy.
- FREE Full Service can be arranged. A representative will come to service your cabinets.
- FREE or at-cost accessories - please request an order form.
- House Brand marketing package is available to labs.
- NEW: You can fax or e-mail your orders 24 hours a day Fax #805-483-8482 - e-mail info@americantooth.com.
- NEW: Most of the time you speak with a person in the U.S.A. not with a recording or electronic voice.
- NEW: We accept payments from Visa, Master Card, American Express and Discover.
- NEW: We have the largest tooth inventory ready for sale in the U.S.A.

ORDERING INFORMATION

TO EXPEDITE YOUR ORDERS, PRODUCT INFORMATION AND CUSTOMER SERVICE CALLS, THE FOLLOWING OPTIONS ARE AVAILABLE

A) GENERAL DENTISTS, PROSTHODONTISTS, DENTAL LABORATORIES AND OTHER DENTAL SPECIALISTS (except Orthodontists):

HOW TO PLACE AN ORDER

- Send a fax directly to American Tooth Industries Central Order Desk in Oxnard, California at 805-483-8482
- Telephone your order to American Tooth Industries Central Order Desk in Oxnard California to either of our Order Desk numbers: 800-235-4639 or 800-628-1437. Tooth Express®
- Mail your orders to: 1200 Stellar Drive, Oxnard, CA 93033-2404 U.S.A.
- E-mail your order to: info@americantooth.com.
- NEW: Buy on line: <http://store.americantooth.com>

PRODUCT INFORMATION CALLS CUSTOMER SERVICE CALLS

- Call 800-235-4639 ext. 25
- Call 800-235-4639 or 805-487-9868 ext. 46 or 36

B) ORDERS FROM ORTHODONTISTS FOR LEONE ORTHO PRODUCTS AND PREWELD SERVICES:

HOW TO PLACE AN ORDER

- Send a fax directly to the LeoneAmerica National Sales Office in Arizona at 623-925-2342.
- Telephone your order to the LeoneAmerica National Sales Office in Arizona at 800-242-9986.
- Mail your orders to: 501 West Van Buren #S, Avondale, AZ 85323 U.S.A.
- E-mail your order to: leoneamerica@americantooth.com

PRODUCT INFORMATION CALLS CUSTOMER SERVICE CALLS

- Call 800-242-9986
- Call 623-925-2094

WHEN ORDERING, PLEASE REFER TO THE GROUP NUMBER AND THEN THE ITEM NUMBER PLUS THE DESCRIPTION

- Example for Tooth Orders: (group# 079) - (item# 58-0001) Justi Blend Anterior Card 1x6 also mold and shade numbers.
- Example for Specialties Orders: (group#070) - (item# 01-0699) Justi Wax Solvent No.20, 1 gallon
- Example for Leone Product Orders: (item# R4409-00) Spray Nozzle for Liquid. "R" is the group number.

BILLING PROCEDURES:

Customers shall be billed at our current retail price plus freight and/or handling charges. Insurance will be added to all shipments unless otherwise specified in writing. Your insurance policy number must be submitted to avoid being billed for insurance.

MINIMUM PURCHASE:

Each purchase must meet a \$25.00 minimum order. For orders less than the minimum, a \$3.00 handling charge will be applied.

PAYMENTS:

Without an open account, payment in advance is required. Our preference is payment by Credit Card (Mastercard, Visa, American Express or Discover). Otherwise orders will be shipped COD. First time COD orders over \$1,000.00 must be paid in cash, money order, or cashier's check unless other arrangements are approved. Orders received with payment in advance (cash or check) will be shipped freight prepaid. If you wish to open an account, please request an application form. A bank and 3 trade references are required to open a 30-day account.

PAYMENTS BY CREDIT CARDS:

1. Payments by Credit Card (Mastercard, Visa, American Express or Discover):
 - a. For orders with special payment terms credit card payment is not any longer accepted.
 - b. For orders with special pricing, or orders with special Account Voucher or Agreement credit card payment is not any longer accepted unless approved by Corporate Credit Department.
 - c. Payment by Credit Card must be made the same day as invoice date or the time of shipment.
 - d. Payment made by Credit Card will be considered as payment on an open account and therefore, we shall charge for insurance and freight.
 - e. Orders \$1-200.00, a \$2.00 credit card fee will be applied.
 - f. Orders \$201.00 plus, a \$5.00 credit card fee will be applied
 - g. Payment made by credit card on 30 day open account, a \$15.00 credit card fee will be applied.
 - h. **NEW:** Merchandise must be shipped to address of the card holder.

DROP SHIPMENTS:

Drop shipments will be made as long as they fulfill the minimum purchase requirements.

SALES TERMS AND CONDITIONS:

If you pay for your order in advance by cash or check, our prices are CIF (Cost, Insurance and Freight) expenses are included in the prices shown in our catalogs - USA, Canada & Puerto Rico only). If you purchase on an open account, our prices are FOB Oxnard, California (insurance and freight expenses will be charged to you from our central warehouse and factory in Oxnard, California). All our invoices are net and payable in U.S. Dollars. No extra discount is allowed. Terms are 30 days from date of shipping for established accounts. INTEREST OF 1% PER MONTH (12% PER ANNUM) WILL BE CHARGED ON PAST DUE ACCOUNTS 10 DAYS AFTER PAYMENT DUE DATE, PER INVOICE TERMS. For any unpaid or returned checks by the bank, an extra charge of \$15.00 plus bank fees will be assessed to your account. Resale card must be on file to avoid sales tax charged to your invoice.

ADDITIONAL TERMS:

All prices and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of order.

SHIPPING INSTRUCTIONS:

Non-Hazardous Material:

U.S.A.: We would prefer that each order spells out precise shipping instructions. If we do not receive instructions from you, shipments will be made as follows: 1.) Shipments weighing up to 20 lbs will be forwarded by UPS Blue Label (second day). 2.) Shipments over 20 lbs. will be forwarded by UPS Ground Service or by truck. 3.) Shipments made by another trucking company must be sent freight collect or freight charges must be paid by credit card at time of shipment. 4.) If using another carrier other than UPS (i.e.: DHL, FedEx, etc.) shipment must be sent freight collect. 5.) Insurance will be added to all shipments unless insurance is provided by purchaser in writing.

Canada & Puerto Rico: If shipping instructions are not clearly stated on purchase orders we will ship orders weighing up to 20 lbs. by UPS Air Service. Shipments over 20 lbs. will be forwarded by UPS Ground Service.

Export Countries: Please specify how you want the shipment to be effected. Delivery dates for all orders will be given by fax, e-mail or written proforma. We can ship by air parcel post, consolidated air freight, ocean freight or by any other means indicated by the customer. Normally freight to be paid at destination or paid in advance with credit card.

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SHIPPING INSTRUCTIONS Continued:

Hazardous Material:

All Hazardous Material shipments are shipped as per DOT (Department of Transportation) 49 Code of Federal Regulations requirements. Hazardous Material shipments will be shipped by Regular UPS Ground Service. A charge of \$20.00 per box, plus a hazardous packaging material fee will be added to your invoice, if applicable.

INSURANCE:

Insurance for the full value of the shipment will be added to all shipments unless otherwise specified in writing. The insurance fee is included in freight charges. Your Insurance Policy number must be submitted to avoid being billed for insurance.

BACKORDERS:

If we are not able to ship your order complete, ATI will generate a backorder and ship your partial order by UPS as per our shipping instructions above. All backorders will be confirmed to you, therefore our Customer Service Department will contact you for authorization.

TRANSPORTATION:

All goods are sold FOB our warehouse or factories. Delivery to, and acceptance by, a transportation company terminates our responsibility.

CLAIMS:

Claims for loss or damage must be filed immediately by customer with the transportation company at the time of delivery to customers receiving address. Claims for shortage must be made within 3 working days after receipt of goods. Please call our Customer Service Department at (805) 487-9868 for proper notification.

SPECIAL QUANTITIES and SPECIAL ORDERS:

For special quantities or special orders, please ask for a Proforma Invoice.

PREWELD SERVICES:

Terms & Conditions request information from Central Order Desk or LeoneAmerica National Sales Office.

EXCHANGE or RETURN of SPECIALTY MERCHANDISE:

Return or exchange of merchandise can be accepted if the purchase time has not exceeded 3 months from date of invoice. Absolutely no returns of specialties merchandise will be accepted without prior consent in writing. Please Call (805) 487-9868 for an authorization number. For monomers, polymers, solvents and other chemical made products of powder, liquid, cream, emulsions, ointments, etc., we need to receive a detailed reason for your return. If the product is proved not to be defective by our testing lab, return will be considered contaminated and not restockable or resalable. In this case we will not be able to credit your account and goods will be returned to you. Due to F.D.A. Regulations, we are obliged to enforce the GMP (Good Manufacturing Practices) code, according to which we must receive information from our customers showing invoice numbers, dates purchased and reason for return before we can process this return. We are subject to periodic FDA inspections and we must abide by the law.

Merchandise returned for credit or exchange, if in saleable condition, is subject to a handling charge of 15%. All returns must be shipped prepaid.

Merchandise returned or exchanged and requiring reconditioning or special handling is subject to a handling charge of no less than 20%. Used, obsolete or discontinued merchandise will not be accepted for credit or exchange.

The credit issued can be applied against future purchases of specialties merchandise and/or for teeth. When returning merchandise purchased at quantity discount rate, credit will be issued at the discount rate, before any handling charges.

EXCHANGE OR RETURN OF FULL SETS OF PLASTIC TEETH

We can accept returns of full sets, of the Tooth Lines listed below - see #3, only if they are accompanied by a tooth order for the same line of teeth. Absolutely no return of full sets will be accepted without prior consent in writing or by calling (805) 487-9868. The return of full sets must not be more than 40% of the dollar value of the new tooth order. No handling charge or extra charge will be applied on the return. However, teeth returned must have been purchased

no more than one year before the date of return. Proof of purchase must be attached to return request. No credit will be allowed for loose teeth, ground teeth or teeth not on original card and they must be returned in proper tooth boxes; see paragraph 2 below for specifications on returns of full sets of teeth. For other types of returns or exchanges please request your needs in writing.

POLICY FOR RETURN OF BROKEN SETS OF PLASTIC TEETH

1. All broken sets of plastic teeth will be accepted for credit into our Tooth Bank. All returns of teeth must be returned freight prepaid and will be checked by our Receiving Department. No credit will be allowed for loose teeth, ground teeth, or teeth not on cards (see paragraph 2 below for additional details). You may send any amount of broken sets to be credited in the Tooth Bank against future orders. Based on the Receiving Ticket (ATI Form #132), the Tooth Bank Accounting Department will issue a Tooth Bank Credit Voucher (ATI Form #107). The credit is posted in a Tooth Bank Ledger in your name. A 30% limitation of broken set credit will be issued against each one of your orders (for the same line of teeth only). Example, if you place an order of \$100.00 for Justi Blend teeth, we shall decrease your Justi Blend Tooth Bank account by \$30.00 (assuming you have accumulated that much in your account) and issue an effective credit on your invoice. Payment of your regular account must be current, including finance charges, to be eligible for the 30% broken set credit. Under no circumstances will we refund to the customer the equivalent in cash of the dollar amount of broken set credit. Tooth Bank credit balance cannot be used to pay off a Regular Receivable balance unless it is used in conjunction with a new purchase.

2. Broken sets and full sets returned will not be credited if received in the following conditions: a. Loose teeth off cards due to improper packaging. b. Ground, chipped or damaged teeth. c. Teeth not on clean cards or in the proper position or proper molds. d. Teeth with wax and permanent markings on them. (Paper dots are O.K.). e. Cards with any markings on the front or back (including bar coding which cannot be easily removed). f. Excessively dusty and dirty cards and/or teeth. g. Teeth must be returned in proper tooth boxes. All of the above applies to full sets and broken sets.

3. PRICING OF BROKEN SETS AND TOOTH LINES ALLOWED

The following brands of broken sets of teeth will be returnable for immediate credit at the price offered here below. We will not accept broken sets of tooth lines which are not listed below:

| Item No. | Brand | Retail Credit Per Tooth* |
|--------------|---------------------------------------|--------------------------|
| 904-R19973-1 | Dymon-Hue HPT Anterior Single Teeth | 0.95 |
| 904-R19974-1 | Dymon-Hue HPT Posterior Single Teeth | 0.71 |
| 904-R58-0002 | Justi Blend Anterior Single Teeth | 2.98 |
| 904-R58-0005 | Justi Blend Posterior Single Teeth | 1.69 |
| 904-R50-0104 | Justi Imperial Anterior Single Teeth | 2.47 |
| 904-R50-0204 | Justi Imperial Posterior Single Teeth | 1.69 |
| 904-R50-0100 | ViForm Anterior Single Teeth | 3.24 |
| 904-R50-0101 | ViForm Posterior Single Teeth | 1.48 |

*This reflects the actual single tooth price of a 1x6 or 1x8.

CUSTOMER EXCHANGE ACCOUNT - TOOTH BANK:

- Teeth purchased by Special Accounts or by contract will be credited based on the stated Special Account or contract prices. Perforated full sets or perforated broken sets are not returnable for credit at any time.
- IMPORTANT:** If Tooth Bank account remains dormant for more than 3 consecutive months, the bank balance will be written off and broken sets discarded from our shelves.

EMPTY CHANNELS ALLOWANCE FOR END USERS: For every empty channel in any of our tooth lines listed in paragraph 3, we shall give you a \$0.20 credit if the channels are returned with a new order of at least equal amounts of full sets of the same tooth brand. The allowance is not applicable for teeth purchased by Special Accounts or by contract.

MISCELLANEOUS INFORMATION: All orders accepted for future delivery will be billed as per proforma invoice duly signed by you and our company representative. Only current prices are stored in our computer daily. Please ask for confirmation of pricing at the time of placing order. These terms supersede all previous terms. Prices and terms are subject to change without notice.