

**Addendum to General Terms and Conditions**

This Addendum to General Terms and Conditions (“Addendum”) shall apply to all orders placed with Modern Dental Laboratory USA, LLC (“Company”) by the person named below (“Customer”) with respect to The Moses™ appliance. As explained in Section 5 below, certain provisions in the General Terms and Conditions between the Company and Customer (“General Terms”) shall apply to any Moses™ appliance offered under this Addendum.

**1. Affirmed Knowledge of Dental Sleep Medicine.** Customer affirms that he or she has knowledge, training and experience in the area of dental sleep medicine. Dental Sleep Medicine focuses on the management of sleep-related breathing disorders (SBD), which includes snoring and obstructive sleep apnea (OSA), with oral appliance therapy (OAT). OAT involves the customized selection, fabrication, fitting, adjustments, and long-term follow-up care of specially designed oral devices, worn during sleep, which reposition the lower jaw and tongue base forward to maintain a more open upper airway. Customer attests that he or she has completed the following educational and professional training and certification related to SBD

*List relevant courses completed:*

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**2. Knowledge of The Moses™ Appliance.** Company will from time to time provide technical information and instruction to Customer regarding the use of the Moses™ appliance. Customer agrees to use best efforts to incorporate this information and instruction in his or her use of the Moses™ appliance.

**3. Impression and Bite Protocol.** Customer acknowledges that the Moses™ bite protocol is important to achieving proper function of this device and agrees to consider the recommended protocols for impression and bite, as provided by Company.

**4. Proprietary Rights.** All non-public information concerning the The Moses™ appliance shared with Customer is confidential and/or proprietary information of Company or its licensors (“Proprietary Information”) and is shared with the Customer solely for the purpose of treating the patients of Customer. Customer shall, and shall ensure that its employees also, at all times, keep in trust and confidence all such Proprietary Information, and not disclose Proprietary Information to any third party, or make any use of Proprietary Information, except as may be necessary for the purpose described above in this Section 4. Customer will not permit any third party to, copy, disassemble, or reverse engineer the The Moses™ appliance. Without limiting any other legal or other remedy, Company may enforce the covenants stated in this Section 4 by injunction or other equitable remedy.

**5. Applicability of General Terms.** Customer agrees that the following provisions of the General Terms shall also apply under this Addendum, replacing the word “restoration” with the words “Moses™ appliance” in each place of occurrence: Section 1 (Credit Policy); Section 2 (Payment Terms); Section 4 (Safety and Quality Information); Section 5 (Disclaimer; Limitation); Section 6 (Customer Responsibility; No Liability to Patients); and Section 7 (Choice of Law; Venue; Attorneys’ Fees).

**6. Warranty.** Company offers a 2-year warranty on The Moses™ appliance, starting from the date the Company receives an order, as follows: Work is guaranteed to be free of defects due to materials and workmanship. For any valid warranty claim during the 2-year period, Customer may elect either of the following remedies: (i) Credit – within 30 days of request by Customer, a credit will be issued and applied to Customer’s account; or (ii) replacement of the appliance. **No cash refunds will be issued.** Company offers no warranty for repairs resulting from accident, neglect, abuse, failure of patient’s dental or mouth structure to support the device, improper use, dental hygiene, and any adjustments to the appliance made by patient, Customer or third parties. To receive warranty benefits, Customer must provide Company with proof of purchase, including invoice and patient name, and return the original Moses™ appliance to Company.

**Company reserves the right to change these terms and conditions with respect to any future orders, and may refuse service for any reason.**

**Acceptance of Terms**

I have read, understand and agree to this Addendum.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ License Number: \_\_\_\_\_