

Introduction

Models Plus is pleased to offer you access to and use of <https://www.myanatomicalmodels.com> and any related sub-domains, including any content, functionality, websites, and applications offered by the Website (the "Website"). Please take a moment to review our Terms of Use (the "Terms"). Your use of this Website constitutes your agreement to follow these rules and to be bound by them. If you do not agree with our Terms and Privacy Policy, do not use the Website or Services.

- 1.1 Purchase Terms and Conditions:** You acknowledge that all goods purchased under these terms and conditions are non-sterile and are intended for show and educational purposes only and are in no way intended for actual medical/surgical use inside a human body.
- 1.2** User may place an order online or by phone, fax, email or in person.
- 1.3** We refer to customers who place Orders as "Buyers". The models or products we produce and sell we refer to as "Goods".
- 1.4** All Orders are subject to the Purchase Order Terms, as agreed to at the time of sale.

- 2.1 Models Plus's Right to Accept or Reject an Order.** Models Plus has the right, in its sole discretion, to accept or reject any Order. Models Plus may accept any Order by confirming the Order (whether by written/email confirmation, invoice or otherwise) or by delivering the Goods, whichever occurs first.
- 2.2** No Order is binding on Models Plus unless accepted by Models Plus as provided in these Terms.

- 3.1 Approvals:** There are (2) reviews included in the original cost of a First Article. The first review will allow for the revisions required to bring the model to the buyer's expectation based off of specified buyers written requirements agreed to by both the Buyer and Models Plus. The second review will be a verification of revision #1 which shall be incorporated into the approved First Article based off of further defined written requirements. We reserve the right to submit a revised price schedule for changes made to a model or goods after verification during the 2nd review.
- 3.2** Production work will not begin until Models Plus has received the signed approval form acknowledging acceptance of the submitted First Article via signed approval form or email confirmation. Models Plus reserves the right to amend originally quoted production delivery dates based on delayed approvals of Quotes and/or First Articles and /or required Buyer Components and/or Written Requirements.
- 3.3** The buyers Goods will be built to the Written Specifications Submitted by the buyer. Any Changes to the master model after the First article is sent for review will be charged to the buyer regardless if rush fees were included in the initial Purchase.

- 4.1 Delivery Dates.** Buyers will be quoted delivery dates based on order size and complexity. The quoted delivery dates are considered to be in effect upon receipt of requested approvals, components and written quality specifications. Buyers that prolong This Process and still require Goods to shipped by a date outside of the time line Established by Models Plus, will be subject to rush fees. Models Plus works on a first come first serve basis. If the buyer must have their goods in a time sooner than originally quoted rush fees may incur to cover associated costs.

- 5.1 Late Delivery.** Any time quoted by Models Plus for delivery is an estimate only. Models Plus is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery.
- 5.2** No delay in the shipment or delivery of any Goods relieves you of your obligations under these Terms, including without limitation payment for the Goods.

- 6.1 Changes Prior to First Article Approval.** The Buyer has the right to change the Goods at any point in the process after the Goods has entered into the Prototyping stage. Any Changes made outside the original written scope will be subject to additional Charges at Models Plus's discretion.

- 7.1 Changes after First Article Approval.** Buyers may, within three (3) business days after quote has been approved, make a written request to change the Order.

7.2 Models Plus reserves the right to agree to or decline any requested changes due to availability of materials or any other reason. If Models Plus agrees to make changes, the pricing of the goods ordered may be adjusted according to our pricing in place at the time the changes are requested.

7.3 Any change requests must be submitted in writing and be accompanied by quality specifications. Buyer is responsible For All cost incurred up to the date of change request after First Article Approval.

8.1 Price and Payment Terms. By placing the Order, the Buyer agrees to pay the price of the Goods that is stated in the Quote and or listed Price (the "Price"). Payment in full is required for online purchases of an Order.

8.2 For custom Goods 50% of payment is required at time of order and the final 50% before shipping.

8.3 Buyer authorizes Models Plus and any payment processing service provider we may engage to charge your credit card for the Goods you purchase through Models Plus. Buyer represents and warrants that you are the only one who will use your credit card in connection with Models Plus, and you shall be responsible for any and all uses of your credit card.

8.4 To dispute or cancel any erroneous charge, you must contact us at gspencer@bonemodels.com

8.5 If orders do not ship in the agreed to timeline, because of payment issues, models plus is not responsible for a late shipment.

9.1 Cancellation of Order. A Buyer has three (3) business days to cancel the Order and receive a full refund without penalty. After this period, Models Plus may, in its sole discretion, allow Buyer to cancel the Order subject to a ten percent (10%) cancellation fee or refuse to cancel the order.

10.1 Shipment and Delivery. Unless expressly agreed to by the parties in writing, Models Plus shall select the method of shipment of, and the carrier for, the Goods. Models Plus may, in its sole discretion, without liability or penalty, make partial shipments of Goods to you.

10.2 For all wholesale orders, Models Plus ships all Goods to the buyer on the buyers shipping account. Most orders ship via UPS across the United States in 1-4 business days with no signature required.

10.3 Please be aware that orders only ship on business days; we do not offer weekend or holiday delivery. Larger items such as Displays and Cases often ship via a freight carrier in 4-5 days. You will also receive tracking and phone call from the freight carrier. The freight carrier drops the crate off curbside and requires a signature. If you have ordered something that is coming via freight Carrier please be prepared with proper equipment to unload your goods.

10.4 White glove delivery is available if you must have it for a price increase but you must contact us to set this up and pay the additional charge. Please contact your sales representative or contact us at shipping@mydentalmodels.com for more information on the shipment option for your Order.

11.1 Inspection. Buyer shall inspect the Goods upon delivery and notify Models Plus within 3 days of receipt ("Inspection Period") if any Goods are damaged or incomplete. Buyer will be deemed to have accepted the Goods unless Buyer notifies Models Plus in writing of any damaged or incomplete Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Models Plus. If Buyer timely notifies us of any damaged or incomplete Goods, we will work to fix or replace such Goods at no cost to you.

11.2 BUYER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION 11.1 ARE BUYER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF DAMAGED OR INCOMPLETE GOODS WHICH BUYER HAS ACCEPTED DELIVERY UNDER THIS SECTION 11.1.

12.1 Return Policy. Models Plus may accept returns, or exchanges on shipments that are standard sizes within ten (10) days of delivery. For all returned Goods, Buyer must request a Return Merchandise Authorization prior to returning the goods, will be required to pay for return shipping, and the order may be subject to a 15% restocking fee. The full amount of the returned Goods less shipping and handling cost will be returned to the Buyer once Models Plus has the Goods back in its possession. All custom model orders are final sale and not eligible for return. Goods that are shipped in a crate via freight carrier are final sale and not eligible for return.

13.1 Continued Operation, Accessibility, and Maintenance of this Website. We may modify, change, suspend, terminate or discontinue the operation of this Website or the provision of any services without notice and we reserve the right to refuse service to anyone at any time, with or without cause.

14.1 Disclaimer of Warranties. THIS WEBSITE, AND ALL OF ITS CONTENTS, GOODS, AND SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER MODELS PLUS NOR ANY PERSON ASSOCIATED WITH MODELS PLUS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE OR ANY GOODS. WITHOUT LIMITING THE FOREGOING, MODELS PLUS NOR ANYONE ASSOCIATED WITH MODELS PLUS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, GOODS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. MODELS PLUS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

15.1 Limitation on Liability. IN NO EVENT WILL MODELS PLUS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY GOODS OR SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

15.2 Indemnification. User shall defend, indemnify and hold harmless Models Plus and its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees, (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the User's use of the Website; User's negligence, willful misconduct or breach of the Terms; or arising out of or relating to your violation of these Terms.

16.1 Your Account. If you use the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

17.1 Prohibited Uses

In connection with your use of the Website, you will not:

- a. Breach this agreement;
- b. violate any applicable federal, state, local or international law or regulation;
- c. violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy, www.myanatomicalmodels.com/privacy
- d. infringe Models Plus, or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- e. act in a manner that is defamatory, trade libelous, threatening or harassing;
- f. provide false, inaccurate or misleading information;
- g. impersonate any person, or misrepresent your identity or affiliation with any person or organization or in any way that is likely to deceive any person;
- h. use an anonymizing proxy;
- i. upload, post, use or otherwise make available any unsolicited or unauthorized advertising or promotional materials, including without limitation, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- j. take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- k. facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- l. use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission
- m. use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Website;
- n. take any action that may cause us to lose any of our services from our internet service providers, payment processors, or other suppliers;

17.2 Models Plus will not be held liable for the violation of the above terms or any other illegal activity not foreseen at the time.

18.1 Intellectual Property Rights. The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Models Plus, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

18.2 These Terms permit you to use the Website for the limited purposes provided in these Terms. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

You may:

- a. Temporarily store copies of such materials incidental to your accessing and viewing those materials on your computer.
- b. Store files that are automatically cached by your Web browser for display enhancement purposes.
- c. Print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

You must not:

- d. Modify copies of any materials from the Website.
- e. Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- f. Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

18.3 If you wish to make any use of material on the Website other than that set out in this section, please address your request to: info@mydentalmodels.com

18.4 If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Models Plus. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

19.1 Submissions to Models Plus. Any and all materials you send or submit to us or a third party provider (by telephone, electronically, in writing or otherwise), including, without limitation, comments, suggestions, goods reviews, photos, or contest or sweepstakes entries (collectively, "Submissions"), shall become our property; and you hereby transfer, sell, and assign to us all of your right, title, and interest in and to any such Submissions, including without limitation, any and all related copyrights, moral rights, trademarks, patents, trade secrets and/or other proprietary rights. To the extent the preceding assignment and transfer is ineffective, you hereby grant Models Plus an exclusive, irrevocable, fully-paid and royalty-free, perpetual, and fully sub-licensable and transferable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from, and publicly display and perform such Submission throughout the universe in any media, now known or hereafter devised. We have no obligation of any kind whatsoever to maintain any confidentiality with respect to any such Submissions. Models Plus shall be free to use them for any purpose whatsoever without providing you notice or receiving your consent, and without restriction or compensation.

19.2 Trademarks. MODELS PLUS name, the company logo and all related names, logos, goods and service names, designs and slogans are trademarks of MODELS PLUS or its affiliates or licensors. You must not use such marks without the prior written permission of MODELS PLUS. All other names, logos, goods and service names, designs and slogans on this Website are the trademarks of their respective owners.

19.3 Copyright Infringement. We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access thereto) from the Website by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- a. Your physical or electronic signature.
- b. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- c. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- d. Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, email address).
- e. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- f. A statement that the information in the written notice is accurate.
- g. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Our designated Copyright Agent to receive DMCA Notices is: Copyright info@mydentalmodels.com

20.1 Geographic Restrictions. The owner of the Website is based in the state of Indiana in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

20.2 Governing Law and Jurisdiction. **All matters arising out of or relating to an Order or to the Website and these Terms shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other**

than those of the State of Indiana. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

20.3 Waiver and Severability. No waiver by Models Plus of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Models Plus to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

20.4 **Changes to the Terms.** We may revise and update these Terms from time-to-time in our sole discretion and without prior notice. All changes are effective immediately when we post them, and apply to all access to and use of the Website and services thereafter. Your continued use of the Website and services following the posting of revised Terms means that you accept and agree to the changes.

20.5 **Entire Agreement.** The Terms and our Privacy Policy constitute the sole and entire agreement between you and Models Plus with respect to the Website and services, supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website and services.