



BM Orthodontic Appliances Inc. Terms and Conditions

Effective as of January 1, 2020

Valid only in USA.

INTRODUCTION

These Terms are the only terms or conditions which apply to contracts between BM Orthodontic Appliances Inc. or BM Smart Aligners, as applicable we, and any Customer for purchases of products and/or related services, except where we have expressly otherwise agreed in writing. These terms apply to all aspects of the relationship between BM Orthodontic Appliances Inc. and the Customer from the time that the customer first accesses our system, whether to place and order for Products or Services, or to provide patient information for the purpose of placing such orders. No other terms shall apply to the relationship between BM Orthodontic Appliances Inc. and the Customer for the purchase of Products or Services, whether implied or otherwise, except terms expressly agreed to in writing by BM Orthodontic Appliances Inc.

INTRODUCTION

If Customer accesses to our System, it does so with the permission of BM Ortho Appliances Inc., for the purpose of a good faith relationship with the company, for ordering products or Services offered by us. Customer orders are placed or submitted using our software and are accepted by BM Ortho Appliances Inc., sending the Customer a confirmation email or as indicated on our system or tacitly by elapse of time and shipment if Customer has not opted to received that email. The price applicable to a Customer Order will be the price current at the time the Customer Order is placed.

WHO IS OUR CUSTOMER?

BM Ortho Appliances' Customer is the Doctor, whose our Laboratory customer identity number (allocated to a single individual only) is used to access the password protected by the system. If a practice, partnership, corporate body or other legal entity for or with which the Laboratory works is named on the invoice(s) and/or that practice pays BM Ortho Appliances Inc. invoices, the our laboratory is entitled to assume that it is the Doctor who uses our System and places Customer Orders with the authorization of, for and on behalf of that entity ("the Practice").

Under these circumstances, the practice will also be considered our Customer and both the Doctor, and the Practice will be jointly and severally liable for obligations in these Terms which are obligations of the "Customer".

The Doctor and Practice must read and understand there Terms before downloading any material or software, uploading Patient information or placing any Customer Order, because in each case, a contract will be formed and Customer will be bound by these Terms which will govern that contract.

INVOICE PAYMENT DATE

Customer will pay BM Ortho Appliances Inc. invoices as directed in the invoice in full and in cleared funds. Invoices are due for initial aligners within 60 days of invoice and all other products and fees are due within 30 days of the date of the invoice unless otherwise mutually agreed in writing by the parties or as otherwise stated in the invoice. Any invoice or other outstanding balance not paid by the invoice due date may be subject to the maximum interest allowed by law.