

Terms & Conditions

Limitation of Liability

IBUR BioSYSTEMS is dedicated to the development and distribution of innovative solutions to the dental market. **IBUR BioSystems** provides medical supplies and products for sale to dental professionals only. All materials and products are provided "as is" for this use. Since these products are ordered and used under the control and direction of the professional (Buyer), Buyer hereby acknowledges their responsibility for these circumstances. Consequently, IBUR and Buyer agree as follows:

IBUR BioSystems EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer by IBUR BioSystems in no way affects the terms of product manufacturer's warranty, if any.

BUYER AGREES THAT THEIR SOLE AND EXCLUSIVE REMEDY AGAINST **IBUR BioSystems** WILL BE LIMITED TO THE REPAIR AND REPLACEMENT OF NONCONFORMING OR DEFECTIVE GOODS, PROVIDED **IBUR BioSystems** IS PROMPTLY NOTIFIED IN WRITING OF ANY DEFECT. THIS EXCLUSIVE REMEDY WILL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS **IBUR BioSystems** IS WILLING TO REPAIR OR REPLACE THE DEFECTIVE GOODS.

IBUR BioSystems WILL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS WITH RESPECT TO GOODS OR SERVICES PROVIDED. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IS BUYER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE.

Buyer agrees to control the conformity of any delivered materials or products with the specifics of their order before using it. In the event Buyer fails to perform such control or uses a nonconforming product, they hereby release **IBUR BioSystems** from any liability for any consequences.

Buyer understand that segmentation of areas such as nerves and bones (incl. roots) is greatly affected by the quality of the tomography data submitted by the buyer and **IBUR BioSystems** does not guarantee the accuracy of it.

Buyer understand that

Payment Terms

Payment is due 30 days after the invoice date upon acceptance of the credit application. Finance service charges of 1.5% per month will be assessed on all unpaid balances. Customers with outstanding balances of over 60 days will be converted to a C.O.D. basis with an additional \$50.00 added to each case to be applied to the outstanding balance. The customer agrees pay all reasonable attorney fees and/or collection fees incurred in the process of account collections with outstanding balance of over 90 days. The customer agrees to these terms and conditions as stated on each printed IBUR work authorization, invoice and statement. IBUR BioSystems accepts personal checks, cashier's checks, VISA and Master Card for payment.



IBUR BioSystems, L.L.C.

330 E Maple Suite T, Troy, Mi. 48083
Ph: 248-585-4964 Fax: 248-585-4991
www.iburbiosystems.com