

ZB Dental Portal – TERMS OF USE

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Thank you for choosing Zimmer Biomet Dental. This document contains important information that you need to consider before making the important decision to use our Services and purchase our Products through shopzimmerbiometdental.com (the “Website”)

The following terms and conditions constitute an agreement between you and Zimmer Dental Inc. and/or Biomet 3i, LLC (collectively referred to as “Zimmer Biomet Dental,” “we,” or “us”), the operator of the Website. These terms of use (the “Terms of Use”) govern your use of the Website, both as a casual visitor and as a registered user. In order to request some of the Services (as defined below) provided through the Website, or to purchase our Products (as defined below) you shall be asked to accept additional terms (the “Terms of Sale”).

BY USING THE WEBSITE, AND/OR BY REGISTERING WITH US, YOU SIGNIFY THAT YOU AGREE TO THESE TERMS OF USE, including that you consent to the information practices disclosed in our Privacy Policy. Please note that we offer the Website "AS IS", and, to the fullest extent applicable, Zimmer Biomet Dental does not make any representations or warranties with respect to web service quality and availability, accuracy of the information provided through the Website or any third party linked content. If you are registering an account or using the Website on behalf of an individual or entity other than yourself, you represent that you are authorized by such individual or entity to accept these Terms of Use on such individual's or entity's behalf. If you do not agree with these Terms of Use, please do not use the Website.

Eligibility

This Website is intended for and directed to residents of the United States only. You must be 18 years of age or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to register with us or use the Website and the Services. If you are between the ages of 13 and 18 or the applicable legal age in your jurisdiction, you can use the Website or Services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms of Use. If you are under the age of 13, you may not use the Website or Services, in compliance with the Children's Online Privacy Protection Act. If you are the parent or legal guardian of a child under the age of 18, you may use the Website or Services on behalf of such minor child. By using the Website or Services on behalf of a minor child, you represent and warrant that you are the parent or legal guardian of such child and that all references in these Terms of Use to “you” shall refer to such child or such other individual for whom you have authorization to enter into these Terms of Use on their behalf, and you in your capacity as the parent or legal guardian of such child or as the authorized party of such individual. If you do not qualify under these terms, do not use the Website or Services. Membership in the Services is void where prohibited by applicable law, and the right to access the Website is revoked in such jurisdictions. By using the Website and/or the Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein.

About the Website and Related Services

What we offer on the Website is either referred to in these Terms of Use as “Products” or “Services”. Products are health related goods such as dental implants or restorative components that you may purchase through the Website. Services are various functions available to you through the Website. Some of what is on the Website is viewable without registering with us, but to use all of the Services, purchase Products, or store your information, you must register as a member and authorize the use and disclosure of your personal information for purposes of allowing us to provide the Services and/or Products, as set forth in our Privacy Policy. Any information sent to us through this Website will be subject to these Terms of Use and governed by our Privacy Policy.

When you visit this Website or send e-mails to Zimmer Biomet Dental, you are communicating with us electronically. You consent to receive communications from us electronically. We will at times communicate with you by e-mail or through the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

You acknowledge that although some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, “Information”) that is provided to you on the Website (including Information provided in direct response to your questions or postings) may be provided by individuals or entities other than Zimmer Biomet Dental.

We Do Not Provide Medical Advice

The Information that you obtain or receive from Zimmer Biomet Dental, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational, scheduling and e-commerce related purposes only. If you submit a medically related question to Zimmer Biomet Dental, answers are exclusively for informational purposes only, and shall not be considered under any circumstances as medical advice.

DO NOT USE THE WEBSITE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY CALL THE APPROPRIATE EMERGENCY MEDICAL PROFESSIONAL. THE INFORMATION PROVIDED ON THE WEBSITE AND IN ANY OTHER COMMUNICATIONS FROM OR PROVIDED THROUGH THE WEBSITE IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTH CARE PROFESSIONAL BASED ON SOMETHING YOU MAY HAVE READ ON THE WEBSITE. YOUR USE OF INFORMATION PROVIDED ON THE WEBSITE IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE WEBSITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE. AS ZIMMER BIOMET DENTAL IS NOT A MEDICAL COMPANY NOR A MEDICAL SERVICES PROVIDER, WE MAKE NO GUARANTEES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO INFORMATION REGARDING MEDICAL CONDITIONS PROVIDED HEREIN. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH INFORMATION.

We do not recommend or endorse any specific therapies, treatments, tests, health care professionals, procedures, opinions, or other information that may appear on the Website. Any surgical techniques presented on this web site are used to demonstrate the surgical technique by a particular practicing surgeon referenced on the applicable web page. Zimmer Biomet Dental does not recommend these or any other surgical techniques for use on a particular patient. The surgeon who performs any implant procedure is responsible for determining and utilizing the appropriate techniques for implanting a

prosthesis in each individual patient. Zimmer Biomet Dental is not responsible for selection of the appropriate surgical technique to be utilized for an individual patient. If you rely on any of the Information provided by the Website, you do so solely at your own risk.

We have no control over your use or nonuse of information provided by Zimmer Biomet Dental or through the Website. We will not be liable for any injury resulting therefore, or for any other injury resulting from the use of the Website whatsoever.

You are strongly advised to perform your own investigation prior to relying on information provided on the Website to verify the accuracy and appropriateness of any information you received from Zimmer Biomet Dental related to medical conditions or therapies.

Authorization and Acknowledgement; Important Information about the Website and the Services

In connection with using the Website and the Services to locate and purchase Products, you understand that:

- YOU ARE ULTIMATELY RESPONSIBLE FOR CHOOSING HOW TO USE THE INFORMATION AND PRODUCTS PROVIDED TO YOU BY ZIMMER BIOMET DENTAL;
- Zimmer Biomet Dental may provide you with information that may relate to the Products that you are seeking based on information that you provide to Zimmer Biomet Dental. However, Zimmer Biomet Dental (i) does not recommend or endorse any specific care, therapy or treatments related to any medical condition, (ii) does not make, to the fullest extent applicable, any representations or warranties with respect to information provided through the Website or by third parties on Zimmer Biomet Dental Products or Services, and (iii) does not receive any additional fees from providers for featuring certain information through the Website or the Services; and
- If you elect to enter personal information into the Website on behalf of yourself or a third party from whom you have authorization to provide such information, you authorize us to use such information to provide you with information through the Website. You acknowledge and agree that such information will be reviewed and approved by you or someone authorized on your behalf to ensure its accuracy. You also acknowledge that Zimmer Biomet Dental may use the data or information you provide in accordance with its Privacy Policy.

Registration

In order to make purchases through and/or to access certain functions on this Website, you will be required to create an account by providing certain information including your name, mailing address, and documentation of valid licensure. In addition, you will be required to create a password. You agree to provide complete, current and accurate information about yourself as requested, and that you will keep that information up to date. These are your credentials for accessing the Services that are only available to members ("Credentials"). You should keep your Credentials private and not share your Credentials with anyone else. You are responsible for notifying us if your password has been hacked or stolen. You agree not to disclose your username or password to any third party. YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS. For the above mentioned updates to your registration information and for any hacking or illegal access notice, please, contact us by sending an email to cp-noc@zimmerbiomet.com.

Privacy

You may voluntarily submit, and hereby authorize Zimmer Biomet Dental, its employees or, where applicable, representatives to use and/or disclose personal information about you in order to provide the Services or Products to you, in accordance with our Privacy Policy. Please review it carefully, as your use of the Website constitutes your agreement to the Privacy Policy, which is incorporated into these Terms of Use in its entirety. For any question regarding our Privacy Policy or the collection, use, disclosure, transfer, access, or opting out of uses of personal data, please contact us at ecommerceprivacy@zimmerbiomet.com.

Your Responsibilities

You are responsible for all use of the Website and for all use of your Credentials, including use by others to whom you have given your Credentials. You may use the Website and the Services for lawful purchases, including purchasing Products, but not for any other commercial purposes. You may not use the Website in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Website or the Services. You may not attempt to gain unauthorized access to any of the Services, user accounts, or computer systems or networks, through hacking, password mining or any other means. Without limiting any of the foregoing, you agree that you shall not (and you agree not to allow any third party to):

- copy, modify, adapt, translate, or reverse engineer any portion of the Website, its content or materials and/or the Services;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Website and/or the Services or in or on any content or other material obtained via the Website and/or the Services;
- use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Website and/or the Services;
- access, retrieve or index any portion of the Website and/or the Services for purposes of constructing a searchable database of medical products to compete with Zimmer Biomet Dental;
- reformat or frame any portion of the web pages that are part of the Website and/or the Services;
- fraudulently misuse the Services;
- use contact information provided through the Website or the Services or harvest such information for the purposes of sending unsolicited bulk communications (i.e., SPAM);
- create user accounts by automated means or under false or fraudulent pretenses;
- collect or store personal data about other users in connection with the prohibited activities described in this paragraph; or
- use any means, including software means, to conduct web scraping of any portion of the Website, its content or materials and/or the Services.

In addition to our rights in these Terms of Use, we may take any legal action and implement any technical remedies to prevent the violation of this provision and to enforce these Terms of Use.

Purchasing Products/Services Through the Website

In order to request some of the Services provided through the Website, or to purchase our Products you shall be asked to accept our [Terms of Sale](#), which should be reviewed, prior to purchasing our Products and/or Services.

Some Products and Services shown or described on the Website may not be available for purchase or may not have regulatory authorization to be sold in all markets. The Products and Services on the Website are intended to be sold only in the United States.

Zimmer Biomet Dental's warranty program (set forth in the Terms of Sale) is provided in place of all implied warranties and any implied warranties are excluded to the fullest extent permitted by law.

Intellectual Property Rights

All intellectual property rights in the Website, Services and Products are and shall remain the exclusive property of Zimmer Biomet Dental or its licensors, as applicable. All texts, graphics, interfaces, photographs, trademarks, logos, sounds, music, videos, artwork and computer code contained on this Website is owned, controlled or licensed by or to Zimmer Biomet Dental, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Any rights not expressly granted herein are reserved.

• Copyright

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1. The document is to be used for informational purposes only;
2. The document may not be modified or altered;
3. The document may only be used for non-commercial purposes and may not be sold or distributed for commercial gain;
4. Every copy of the document or portion thereof must retain any copyright or other proprietary notices, if any; and
5. Zimmer Biomet Dental retains the right to refuse or reject the use of any of its copyright material at any time and for any reason.

No other permission is granted to you to print, copy, reproduce, distribute, license, transfer, sale, transmit, upload, download, store, display in public, alter or modify these materials. This grant of permission is not a transfer of title, and under this permission you may not "mirror" the materials on any other server. Individual documents referred to or published by Zimmer Biomet Dental on the Website may contain other proprietary notices and copyright information relating to that individual document.

- **Trademarks**

Unless otherwise indicated, all logos, names, and marks on the Website are trademarks or service marks owned or used under license by Zimmer Biomet Dental. The use or misuse of any of these marks or other information is strictly prohibited.

- **Patents**

Zimmer Biomet Dental Products may be covered by one or more of the patents. Additionally, Products may be protected by patents that cover the use of a certain Products in combination with one or more other Products. Unless expressly authorized by Zimmer Biomet Dental, purchasers of genuine patented Zimmer Biomet Dental Products are prohibited from re-selling these Products other than to patients (or as permitted by compulsory law), and are also prohibited from exporting genuine Zimmer Biomet Dental Products. Further Zimmer Biomet Dental patent information can be viewed [here](#).

Submissions

If you submit any information to us, including any comments, remarks, suggestions, ideas, notes, drawings, graphics, concepts, or other information (excluding Personal Information (as defined in our Privacy Policy)), you are granting us and our subsidiaries, affiliates, successors and assigns, a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, and commercialize the content you post in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction, notification, or attribution, and without compensating you in any way, and to authorize others to do the same. For this reason, we ask that you not post any content that you do not wish to license to us, including any photographs, videos, confidential information, or product ideas. This is true whether you submit such information to us by e-mail, through a form on the Website, on a bulletin board, message board, blog or in any other manner. You own the copyright in any original content you post and are solely responsible for such content. Please do not submit or transmit any material that is unlawful, threatening, libelous, defamatory, obscene, pornographic, profane, or might in any other way violate any law. We may from time to time monitor, review and, in our sole discretion, modify or delete any postings you make on the Website however, we are not obligated to do so. Whether or not we modify or remove such material, you remain solely responsible for any material you submit to us.

We do not knowingly violate or permit others to violate the copyrights of others. We will promptly remove or disable access to materials that we know is infringing or if we become aware of circumstances from which infringing activity is apparent.

Feedback

Although we do not claim ownership of user-generated content you post using this Website, the Feedback you provide to us through this Website will be and remain our exclusive property. The term “Feedback” refers to the content you post on or through this Website that is specifically about how we can improve this Website or the products and services we make available through this Website. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will

be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

Legal and Regulatory Compliance

It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any Products purchased through our Website and/or in transmitting information through our Website. Therefore you agree that any Products purchase through the Website will not be shipped, transferred or exported into any country or used in any manner in violation of any applicable law, restriction, or regulation.

Zimmer Biomet Dental is committed to upholding the highest legal, ethical and professional standards in its interactions with health care professionals. Therefore, you acknowledge and agree that certain transactions made on this Website may be tracked and disclosed by Zimmer Biomet Dental to third parties pursuant to applicable laws, regulations, or policies.

Specifically, Zimmer Biomet Dental shall comply with the provisions of the Patient Protection and Affordable Care Act and other applicable state or federal laws requiring reporting of payments or provision of items or services of value to health care professionals.

Changes to These Terms of Use

We may change these Terms of Use at any time, as we reasonably deem appropriate. Upon any change in these Terms of Use, we will post the amended Terms of Use on the Website. Your continued use of the Website following such posting shall constitute your affirmative acknowledgement of the Terms of Use, the modification, and agreement to abide and be bound by the Terms of Use, as amended. If at any time you choose not to accept these Terms of Use, including following any such modifications hereto, then please do not use the Website.

Changes to the Services

We may from time to time add new services to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Information about the new Services will be included on the Website, and the use of new Services will be governed by these Terms of Use. In any event, any Services suspension or discontinuation shall not alter or affect any approved paid order or any Product handling or delivery. Notwithstanding the foregoing, you agree that Zimmer Biomet Dental will not be liable to you or any third party for any suspension or discontinuation of any of the Services.

Links to Other Sites

The Website may contain links to Internet sites maintained by others (“Linked Sites”). Zimmer Biomet Dental is not responsible for the availability of the Linked Sites, and Zimmer Biomet Dental is neither a sponsor, partner, promoter nor a publisher of such sites or their content. Linked Sites are provided for your convenience only and do not mean that we endorse these sites or the products and services they provide. We have not reviewed all of the Linked Sites. These Terms of Use apply only to the Website, and not to the Linked Sites. Some of the Linked Sites may contain materials that are objectionable,

unlawful, or inaccurate. Any concerns regarding any Linked Site should be directed to the website administrator of those sites. You acknowledge and agree that we are not responsible or liable for the content or accuracy of Linked Sites.

Disclaimer of Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS WEBSITE OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS WEBSITE. THIS WEBSITE AND ALL OF ITS CONTENT (INCLUDING USER-GENERATED CONTENT) ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, OUR AFFILIATES, AND OUR SERVICE PROVIDERS AND LICENSORS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, WITH RESPECT TO THIS WEBSITE, ITS CONTENT, AND ANY PRODUCTS OR SERVICES AVAILABLE OR PROMOTED THROUGH THIS WEBSITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR AFFILIATES, AND OUR SERVICE PROVIDERS AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES: (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THIS WEBSITE; (C) THAT THE CONTENT OF THIS WEBSITE IS ACCURATE, COMPLETE OR CURRENT; OR (D) THAT THIS WEBSITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR.

WE DO NOT REPRESENT OR WARRANT THAT THIS WEBSITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS WEBSITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES). WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE SERVICES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY USERS OF THE WEBSITE OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE WEBSITE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ZIMMER BIOMET DENTAL MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE THROUGH THE WEBSITE OR ANY OTHER SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. ZIMMER BIOMET DENTAL DOES NOT WARRANT THAT THE WEBSITE OR THE SERVICES WILL OPERATE ERROR-FREE OR THAT LOSS OF DATA WILL NOT OCCUR. YOU AGREE TO HOLD ZIMMER BIOMET DENTAL HARMLESS OF ANY LOSS OR DAMAGE OF ANY KIND DUE TO NETWORK FAILURE OR DISCONNECTION THAT CAUSES WEB SITE SERVICE SUSPENSION OR INTERRUPTION.

WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR STATEMENTS, ADVICE AND OPINIONS MADE BY ANYONE OTHER THAN AUTHORIZED COMPANY SPOKESPERSONS. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY STATEMENTS, ADVICE OR OPINIONS CONTAINED IN USER-GENERATED CONTENT AND SUCH STATEMENTS, ADVICE AND OPINIONS DO NOT IN ANY WAY REFLECT THE STATEMENTS, ADVICE AND OPINIONS OF ZIMMER BIOMET DENTAL. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

General Limitation of Liability

EXCEPT IN THE EVENT OF ZIMMER BIOMET DENTAL'S BREACH OF ITS OBLIGATIONS, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR REGISTRATION. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICES OR THE WEBSITE, REGARDLESS OF THE FORM OF ACTION, EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID TO REGISTER FOR THE WEBSITE OR (B) THE TOTAL AMOUNT YOU PAID FOR THE PURCHASE OF PRODUCTS OR SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, THE PRODUCTS AND/OR THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR MEDICAL MALPRACTICE OR NEGLIGENCE OF PROVIDERS UTILIZED THROUGH USE OF THE SERVICE OR PRODUCT, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

Termination

We may terminate and/or suspend your registration immediately if there has been a violation of these Terms of Use or other policies and terms posted on the Website by you or by someone using your Credentials. We may also cancel or suspend your registration for any other reason, including inactivity for an extended period, but will notify you in advance of such cancellation or suspension. Zimmer Biomet Dental shall not be liable to you or any third party for any termination of your access to the Website and/or the Services if any of the above referenced termination causes occur. Further, you agree not to attempt to use the Website and/or the Services after any such deletion, deactivation or termination (provided, in the case of deactivation due exclusively to your inactivity, you may re-register). All provisions which should by their nature survive the termination or expiration of this Agreement shall remain in full force and effect and shall survive any termination or expiration of these Terms of Use.

Indemnification

Upon a request by us, you agree to defend, indemnify, and hold harmless us, our employees, contractors, officers, directors, agents, parent, other affiliated companies, suppliers, successors, and assigns from all liabilities, claims, demands and expenses, including attorneys' fees, made by any third party that arise from or are related to: (a) your access to the Website; (b) your use of the Services; or (c) the violation of these Terms of Use, or of any intellectual property or other right of any person or entity, by you or any third party using your Credentials. The foregoing indemnification obligation does not apply to liabilities, claims and expenses arising solely as a result of our own gross negligence or intentional misconduct.

Entire Agreement

These Terms of Use and any supplemental terms, policies, rules and guidelines posted on the Website, including without limitation the Privacy Policy, patent information and Terms of Sale, constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Zimmer Biomet Dental to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Law and Dispute Resolution

The Website is controlled and operated from within the United States. We make no representation that the material on the Website is appropriate or available for use in other locations. If despite these conditions, you use the Website from outside the United States, you are solely responsible for compliance with any applicable local laws. These Terms of Use shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Florida as applied to contracts made and to be performed entirely within Zimmer Biomet Dental, without giving effect to the state's conflicts of law statute. Any controversy, dispute or claim arising out of or related to these Terms of Use or your use of the Services shall be subject to Florida courts and tribunals. In case of conflict derived from purchases by non USA customers, their national laws shall apply only when mandatory under international law rules of conflict. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you against us arising out of or related to your use of the Website must be filed within one (1) year after such claim or cause of action arose.

Assignment

We may, without notice, assign this contract at any time to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of our company to another entity. You may not assign, transfer or sublicense these Terms of Use to anyone else and any attempt to do so in violation of this section shall be null and void.

Contact

Any questions regarding these Terms of Use may be directed to us: by e-mail at DentalCS@zimmerbiomet.com or write to us at: Zimmer Biomet Customer Service, 4555 Riverside Drive. Palm Beach Gardens, Florida 33410

ZB Dental Portal - TERMS OF SALE

The following Terms of Sale (“Terms of Sale”) shall apply to all registered users of the Website willing to purchase our Products or Services. Thus, these Terms of Sale shall be additional to the Terms of Use of the Website. These Terms of Sale are intended for and directed to residents of the United States only. If despite these conditions you use the Website to purchase our Products or Services from outside the United States, you are solely responsible for compliance with any applicable local laws and regulations.

Purchasing Products/Services through the Website

YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. You agree to pay all disclosed charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at notified prices in effect when such charges are incurred. You will also be responsible for paying any disclosed applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

Certain laws restrict the sale of certain medical therapies and devices, such as the products sold by Zimmer Biomet Dental, to be sold to or on the order of a duly licensed health care professional. By purchasing Products through this Website, YOU REPRESENT AND WARRANT THAT YOU ARE A CURRENTLY A DULY LICENSED HEALTH CARE PROFESSIONAL OR HEALTH CARE PROVIDER ENTITY AND/OR ARE ORDERING UNDER THE DIRECTION OF A DULY LICENSED HEALTH CARE PROFESSIONAL. Zimmer Biomet Dental reserves the right to request at any time confirmation of your alleged condition.

By placing an order, you represent that the Products ordered will be used only in a lawful manner. We reserve the right to limit the available quantity of or discontinue any Product or Service; to honor, or impose conditions on the honoring of, any promotion. We also reserve the right, based on identified or notified illegal activity: to bar any user from making any or all purchase(s); and/or to refuse to provide any user with any Product or Service. The exercise of the stated reserved rights shall be limited to justified cause.

Descriptions, images, references, features, content, specifications, products, price and availability of any Products or Services are subject to change, and our current prices can be found on our Website and/or through our current price lists. Additionally, all images are not to scale. We make reasonable efforts to accurately display the attributes of our Products; however, the image that you see will depend on your computer system and we cannot guarantee that your computer will accurately display the Product. To the fullest extent allowed under the law, we disclaim any liability for the accuracy or correctness of any description, image, reference, feature, content, or specification made on the Website.

We seek to improve our Products and product selection; therefore, we reserve the right to improve, modify, or discontinue Products at any time or to change specifications and prices without notice and without incurring obligations. Such modifications will not affect purchase orders already submitted or in handling process.

Liability Regarding Purchases

You assume all risks and liability resulting from the use of Zimmer Biomet Dental products whether used separately or in combination with other products not manufactured by Zimmer Biomet Dental. Zimmer Biomet Dental’s warranty program (set forth below) is provided in place of all implied warranties and any implied warranties are excluded to the fullest extent permitted by law. Other than as set forth in Zimmer Biomet Dental’s Warranty Policy, neither Zimmer Biomet Dental nor any affiliated company

which manufactures or distributes any Zimmer Biomet Dental products makes any warranty with respect to the Products, express or implied, written or oral, including guarantees of merchantability and fitness for a particular purpose.

Billing and Payment for Purchases Made through the Website

Purchases of Products through the Website must be paid for through the use of a credit card. You must follow the payment instructions set up in the payment web section. You must ensure that all personal data and security codes requested are accurate and updated. Once we have validated the payment information, an acknowledgement receipt message will be displayed with detailed information of the product order. Please check the FAQ section for specific instructions to identify and correct errors entered in the payment form.

Product Shipping/Shipping Charges

Zimmer Biomet Dental ships products in the following manner: All shipments are sent Via FedEx. Our shipping options are as follows: FedEx - Next Day By 8:30am (available in most areas), FedEx - Next Day By 10:30am (available in most areas), FedEx - Next Day By 4:30pm, FedEx - 2nd Day By End Of Day, FedEx - Ground Service (5-7 business days), FedEx -Saturday.

All efforts will be made to provide the Product ordered in the time frame requested, however, any delivery date provided to you is to serve only as an estimate and is not a guarantee.

Title to the Products will pass to you when full payment has been received. If you refuse delivery without Zimmer Biomet Dental's consent, you must pay Zimmer Biomet Dental's expenses or loss resulting from that refusal, including but not limited to, storage costs, return shipping fees and/or restocking fees. Risk of the loss of the Product(s) will pass to you upon delivery of the Product.

When you receive the Products, you must inspect the shipment for any defects or non-conformity. Any discrepancies should be reported to Zimmer Biomet Dental's customer service and support within 48 hours of receipt of shipment. After this period it will be deemed that you will have accepted the Products as shipped.

Product Returns or Exchanges

Zimmer Biomet Dental offers you the opportunity to return or exchange products purchased through the Website based on the terms and conditions set out in its Return and Exchange Policy.

Product Warranty

Zimmer Biomet Dental guarantees its Products pursuant to Zimmer Biomet Dental's warranty programs. The terms and conditions of the warranty program, including but not limited to eligibility, scope of warranty and claims procedure, can be viewed at the Warranty Policy.