

CREDIT APPLICATION & PURCHASING AGREEMENT



This Agreement, including Argen's Terms and Conditions of Sale which are incorporated herein by this reference (this "**Agreement**"), is by and between The Argen Corporation, a California corporation having its principle place of business at 5855 Oberlin Drive, San Diego, California 92121 on behalf of itself and its affiliates (altogether, "**Argen**") and the business entity and principal owner set forth below (altogether "**Buyer**"). This Agreement shall not be effective unless and until the date that Argen accepts Buyer's credit application by countersigning this Agreement below (the "**Effective Date**").

COMPANY INFORMATION			
Business Name (full legal title)			
Address		Suite No.	Phone No.
City		Province	Postal Code
Type of Business <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____		GST No. (please also provide a sales tax exemption certificate if applicable.)	
Years in Business	E-mail Address		
Principal Owner's name		SIN	
Home address		City	Province
Phone No.		Driver's License No.	Province

BANK REFERENCE			
Name	City	Province	Phone No.
Checking Account No.			

SUPPLIER REFERENCES			
Name	City	Province	Phone No.
1.			
2.			
3.			

TERMS OF CREDIT AND PURCHASING

The business entity and the principal owner specified in the credit application above hereby personally guarantee unconditionally and irrevocably the full and prompt payment, observance and performance when due of all obligations of Buyer hereunder and certify, under penalty of perjury, that the information set forth in the credit application above is true and correct. The credit application shall serve as Argen's request and Buyer's authorization to release any information requested by Argen concerning Buyer's personal or business credit standing. Furthermore, Buyer acknowledges and agrees that purchase orders for products shall be subject to all of the provisions set forth in Argen's then current Terms and Conditions of Sale. The most recent version of Argen's Terms and Conditions of Sale are attached hereto as Exhibit A. Argen shall have the exclusive right to amend its Terms and Conditions of Sale from time to time without notice to Buyer. By placing any orders subsequent to any such amendment, Buyer confirms its acceptance of such amended Terms and Conditions of Sale. In the event of any discrepancy between the provisions of this Agreement or in the then current Terms and Conditions of Sale, on the one hand, and any purchase order or order confirmation on the other, the provisions of this Agreement shall prevail. This Agreement (including Seller's most recent Terms and Conditions of Sale) constitutes the entire agreement and understanding between Argen and Buyer relative to the subject matter hereof. Notwithstanding the foregoing, this Agreement shall not modify nor supersede any written security agreement or personal guaranty made by or on behalf of Buyer or any distribution agreement previously entered into by and between the parties.

IN WITNESS WHEREOF, the signatories below accept and have executed and delivered the foregoing Agreement:

The Argen Corporation Purchase Agreement

*Manufacturers of Precious Metal Alloys for the dental industry.
 Alloy makers to the world.*

"Buyer" [BUSINESS ENTITY NAME]

By: _____

Name: _____

Title: _____

[PRINCIPAL OWNER NAME], in his or her individual capacity

Signature: _____

Date: _____

"Argen" THE ARGEN CORPORATION

By: _____

Name: _____

Title: _____

Confidential and Proprietary

THE ARGEN CORPORATION – Terms and Conditions

- Purchase orders received before 4:30 PM (Pacific Time) will be priced based on the 2nd London Fixes for Gold, Platinum, and Palladium applicable that day. If London is closed or otherwise unavailable, purchase orders will be priced based on NYMEX Exchange prevailing price. If NYMEX and London are both closed and/or unavailable, the purchase order will be held until the next business day and priced based on 2nd London Fix for Gold, Platinum, and Palladium for that day. In the event of a material, intraday (between 7:30 AM and 4:30 PM Pacific time) change in metal price, Argen reserves the right to reprice the order.
- After receipt of a purchase order by Argen, the purchase order shall be deemed a binding non-revocable offer by Buyer for a period of thirty (30) days. No purchase order for the products shall be binding upon Argen unless, and until, accepted by Argen. Acceptance by Argen shall be evidenced in writing, signed by one of its duly authorized personnel. Subsequent to the aforementioned thirty (30) day offer period, Buyer may revoke a purchase order which has not been accepted by Argen upon written notice to Argen. No purchase order accepted by Argen may be cancelled or modified without Argen's written consent. Should Buyer for any reason not honor the original terms of a binding purchase order, then Buyer shall be responsible for any losses of Argen resulting therefrom.
- Any estimated shipping dates provided by Argen to Buyer are based upon conditions existing at the time the purchase order is received. Argen shall endeavor to ship by its estimated shipping date, but shall not be responsible for any losses or damages resulting from a delay in its shipment thereof. Purchase orders in the aggregate of twenty-five kilograms or less of products, for any day, are typically dispatched within ten (10) Argen working days from the date of Argen's acceptance of such purchase orders. With respect to all other purchase orders, the products will be dispatched within a reasonable time.
- Argen shall deliver all products F.O.B. the accepted place of destination unless otherwise specified. Argen shall be responsible for the risk of loss until F.O.B. accepted place of destination. Argen shall have the right to ship goods from any factory anywhere in the world, as specified by Argen.
- Argen requires that Buyer report lost shipments promptly, but in any event, not more than twenty-one (21) days after the estimated shipment date provided by Argen.
- The price of the Products shall be Argen's then current price which may be amended from time to time by Argen without notice in its sole and absolute discretion. Prices do not include sales, use, excise or any similar tax unless otherwise specified. Any tax or other government charge upon the production, sales, shipment or use of the product which Argen is required to pay or collect from Buyer shall be paid by Buyer to Argen unless Buyer furnishes Argen with a tax exemption certificate or any other document acceptable to the applicable taxing authority. Buyer shall be responsible for obtaining any necessary governmental clearances, including import and foreign exchange licenses, which may be required by any government other than the United States. Buyer agrees to pay any taxes, duties, and or tariffs they are required to be paid by any national, federal, state, provincial, or local governmental taxing authority or agency as a result of this transaction. Buyer agree to abide by any custom and/or import law or regulation that governs this transaction.
- It is Buyer's responsibility to obtain and pay for all licenses, permits, or any other requirements for the importation and/or use, of the products shipped. The products may not under any circumstances be shipped or transhipped to any country on which the U.S. Government has an embargo or any company in any country which appears from time to time on the Entity List.
- Unless otherwise agreed by Argen: (a) payment must be made by Buyer prior to shipment, provided however, if Buyer is able to demonstrate sufficient financial responsibility and Argen agrees to ship products prior to payment, Buyer shall be permitted to make such payment no later than 30 (thirty) days (or such other period agreed to by Argen) after the invoice date; and (b) all payments shall be in U.S. dollars unless parties have previously agreed to do business in another currency. All overdue accounts will accrue late charges at a rate equal to the lesser of 1.5% per month or the maximum rate permissible by law. Argen reserves the right in its sole discretion to modify or withdraw credit terms at any time without prior notice. Argen may, in its sole discretion, require a form of payment guarantee including, but not limited to a bank guarantee or irrevocable standby letter of credit from an institution approved by Argen.
- Limited Warranty. Argen warrants that the products sold to Buyer at the time delivered will conform to the applicable specifications. It is the Buyer's sole responsibility for determining the suitability of the alloy for the dental devices they are manufacturing. Buyer's sole and exclusive remedy with respect to a breach of its limited warranty hereunder will be limited to either, at Argen's option and expense, repairing, replacing, or extending credit for the products or parts returned to Argen by Buyer, F.O.B. Argen's offices. In order to be afforded the remedies provided under this limited warranty, Buyer must notify Argen of a breach of this warranty within thirty (30) days of Argen's delivery of the non-conforming product. EXCEPT WITH RESPECT TO THE LIMITED WARRANTY PROVIDED HEREIN, THE PRODUCTS ARE PROVIDED "AS-IS", "WITH ALL FAULTS", AND "AS-AVAILABLE" AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY AND REPAIR OF THE PRODUCTS RESTS WITH BUYER AND NOT ARGEN. ARGEN MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. ARGEN HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT.
- Use of Products. Argen provides material safety data sheets ("MSDS") or other instructions with the shipment of products. Buyer shall provide the MSDS and instructions to all personnel of Buyer, and to any third party authorized by Buyer to use products purchased hereunder by Buyer, prior to the handling and use of the products by such personnel or third party. Buyer shall ensure that such personnel at all times use the products strictly in accordance with the MSDS, the instructions, the warnings on the labels of the products and such other safety information known to sophisticated users of dental alloys. Buyer shall ensure that only qualified, trained professionals who are familiar with the health hazards associated with precious and base metal alloys and procedures for safe handling shall be permitted to work with products Buyer has purchased hereunder.
- Buyer shall first obtain a Return Material Authorization (RMA) and return instructions before returning any products to Argen. The value of the products returned shall be calculated based on the lesser of (i) the original purchase price, or (ii) the price, as calculated by Argen, on the date of receipt. Any product returned in addition may be subject to a 10% restocking fee.
- Buyer and any individual signing on behalf of Buyer agrees to jointly and severally indemnify, defend and hold harmless Argen, its affiliates, and their respective officers, directors and employees from and against any and all claims, liability, loss, damage or expense arising from or by reason of any injury or death allegedly caused by the use, sale, transfer or alteration of the products furnished hereunder; any damage to or destruction of any property or injury to any person or persons caused by any act or omission, whether negligent or otherwise, to Buyer or of any employee or agent of Buyer.
- LIMITATION OF LIABILITY: In the event Buyer claims that Argen has breached any of its obligations under this Agreement, whether of warranty or otherwise, Argen may (but shall not be obligated to) request the return of the products and tender to Buyer the purchase price theretofore paid by Buyer. If Argen so requests the return of the products, the products shall be redelivered to Argen in accordance with Argen's instructions and at Argen's expense. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST ARGEN FOR BREACH OF ANY OF ARGEN'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT WITH BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL ARGEN BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES NOR SHALL ARGEN'S AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE ACTUALLY PAID BY BUYER FOR SUCH PRODUCTS.
- In the event any product to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to hold harmless Argen, its affiliates, and their respective officers, directors and employees from any and all damages, costs and expenses relating to any claim arising from the design, manufacture or use of the product or arising from a claim that such product furnished to Buyer by Argen, or the use thereof, infringes any Letters Patent, foreign or domestic, and Buyer agree at its own expense to undertake the defense of any suit against Argen brought upon such claim or claims.
- Argen reserves the right to make changes in the design, formulation, specifications and/or technical data of its products in its sole and absolute discretion, at any time without incurring any obligation to make equivalent changes in products previously manufactured or shipped. All tooling used to produce the product to be furnished under this Agreement is the property of Argen. Argen shall retain sole and exclusive rights of ownership of all intellectual property rights in and to the Products, and all chemical compositions, specifications, formulations, materials and other proprietary rights relating thereto.
- Argen shall not be liable for any failure to perform its obligations under these Terms and Conditions resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes, or other labor disputes, accidents, floods, epidemics, war, acts of terrorism, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Argen's reasonable control whether similar or dissimilar to the foregoing.
- For purposes of venue and jurisdiction, these Terms and Conditions shall be deemed made and to be performed in San Diego, California and shall be governed by the laws of the State of California. Wherever a term defined by the Uniform Commercial Code, as adopted by the State of California is used herein, the definition contained in the Uniform Commercial Code shall control. The United Nations Convention on Contracts for the International Sale of Goods is hereby expressly disclaimed to the extent it conflicts with the terms and conditions of this Agreement. No action for breach of sale, this Agreement or any covenant or warranty arising there from, shall be brought more than one year after the cause of action has accrued. The prevailing party to any litigation relating to this agreement shall be entitled to recover all costs, expenses, and actual attorney's fees.
- No failure by Argen to require Buyer's strict performance of any provision of this Agreement at any time shall be deemed a waiver of such provision nor shall it affect Argen's right thereafter to enforce and require strict compliance with each and every provision of this Agreement.
- Neither these Terms and Conditions nor the Agreement under which these Terms and Conditions have been provided to Buyer may be assigned by Buyer, whether pursuant to a change of control, asset sale, by operation of law or otherwise and any such attempted assignment shall be deemed null and void. Buyer agrees to notify Argen immediately upon a change of control (through stock transfer or otherwise) or sale of all or substantially all of the assets of its business to which these Terms and Conditions or the Agreement under which these Terms and Conditions relates. Buyer acknowledges that notwithstanding any change of control or sale of Buyer's assets, Buyer shall remain jointly and severally liable for any liabilities of Buyer and/or its successor-in-interest. Argen may assign this agreement and/or delegate its rights and obligations hereunder in whole or in part to one or more divisions, affiliates and/or third parties without notice to Buyer. In such case, such divisions, affiliates and/or third parties shall have the right to enforce the provisions hereof as if they were a part of this Agreement. The Argen Corporation conducts its business, without limitation, under its corporate name, its wholly-owned subsidiary Argen Canada, LLC., and under the following DBAs: Jelenko, Leach & Dillon Dental Alloys, Aurium Research USA, Dent Gold, Wilkinson Dental Alloys, World Alloys, Gateway Alloys, and Dental Alloy Products.