



## Legal Terms & Conditions

---

### **THE ATOMO DENTAL PRICE POLICY:**

We endeavor to maintain prices for the duration of a catalog, but we reserve the right to make price adjustments in response to manufacturers' price increases or extraordinary circumstances. Prices are subject to change without notice.

ATOMO Dental, Inc. ("ATOMO") and customer agree that the terms and conditions hereinafter set forth shall govern the relationship between ATOMO and the customer to the extent that the parties do not have a written agreement in effect that conflicts with such terms and conditions. Customer acknowledges and accepts all such terms and conditions by placing an order for goods with ATOMO, and upon ATOMO's delivery of the order to the customer.

### **Choose Your Payment Method:**

You may use American Express, Visa, MasterCard, Discover Card or PayPal when placing your order. All sales are subject to our normal terms and conditions.

Check payments must be mailed to:

ATOMO Dental, Inc.  
1241 Quarry Lane Ste 125  
Pleasanton, CA 94566

### **Open Accounts Receivable:**

All returned checks are subject to a \$15 charge.

### **GUARANTEED SATISFACTION:**

If you have tried a product and it is defective or does not perform satisfactorily, we will provide credit, exchange or refund. It's your choice.

### **RETURNS:**

WE CANNOT ACCEPT ANY RETURNS WITHOUT RMA#. To arrange for a return, simply call our customer service team at 1-866-980-0988 or email [support@atomodental.com](mailto:support@atomodental.com). The following conditions must be complied with:

- All returns must be accompanied by a copy of your invoice and a reason for



the return.

- Merchandise must be returned in its original container, unmarked, and properly packaged.
- Returned products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to 15% restocking fee.
- Shortages or errors in shipments must be reported within seven (7) days of delivery to issue credit (if applicable).

**Exceptions:**

The following special, customized, or government-regulated items are not returnable:

- Opened handpieces, small equipment, and custom-ordered equipment
- Special order items (products that we do not ordinarily stock)
- Personalized and imprinted items
- Opened computer hardware and software
- Controlled substances
- Hazardous materials
- Expired products
- Items that cannot be returned to the manufacturer
- Any item marked non-returnable

**LIMITATION OF LIABILITY:**

The customer agrees to look solely to the manufacturer of the product for any claim arising due to loss, injury, damage or death related to the use or sale of products. ATOMO DENTAL SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF GOODWILL, ARISING FROM OR RELATING TO ANY BREACH TO THIS AGREEMENT (OR ANY DUTY OF COMMOM LAW, AND WHETHER OR NOT OCCASIONED BY THE NEGLIGENCE OF HENRY SCHEIN OR ITS AFFILIATES), REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

**TYPOGRAPHICAL OR OTHER ERRORS**

While ATOMO DENTAL takes reasonable care and skill to provide information which is accurate and up to date when first included on the Website, typographical and other errors may nevertheless occur. ATOMO DENTAL does not



undertake to update or correct such information and reserves the right to modify, delete and rearrange any or all of the contents of this Website at any time without notice to you. While ATOMO Dental makes reasonable efforts to prevent unauthorized tampering with the Website, ATOMO Dental does not guarantee that its efforts will always be successful. Therefore, as set below, ATOMO Dental does not warranty that the Website materials will be error-free, and disclaims any liability for such errors.

#### **DISCLAIMER OF WARRANTIES**

ATOMO DENTAL MAKES NO REPRESENTATION AS TO THE ACCURACY, TIMELINESS, OR COMPLETENESS OF THE WEB SITE MATERIALS OR ANY SOFTWARE INSTALLED BY YOU IN CONNECTION WITH THE USE OF THIS WEB SITE. ATOMO DENTAL PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES OR ALTERS THE INFORMATION, INCLUDING, WITHOUT LIMITATION, THE LEGAL TERMS AND CONDITIONS, AT THE WEB SITE WITHOUT NOTICE. FURTHER, ATOMO DENTAL ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE WEB SITE OR ANY SOFTWARE INSTALLED BY YOU IN CONNECTION WITH THE USE OF THIS WEB SITE. ATOMO DENTAL SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE INFORMATION ON THE WEB SITE. YOU ARE RESPONSIBLE FOR VERIFYING ALL INFORMATION LOCATED ON THIS SITE.

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

ATOMO Dental makes no representation that the Website or its contents are appropriate for use in every country of the world. Your use of this Website is at your own risk and you are responsible for compliance with applicable local laws, keeping in mind that access to the Website may not be legal by certain persons or in certain jurisdictions. Some states or nations may not allow the disclaimer of certain warranties, so the above limitations may not apply to you in all cases.