

Lab Alliance 2021
Agreement Terms

These Lab Alliance 2021 Rebate Program (the “**Rebate Program**”) Terms and Conditions (the “**Terms and Conditions**”) supplement any terms of sale you have entered into with DENTSPLY Canada Ltd or any of its affiliates (collectively, “**DENTSPLY SIRONA**” or “**we**”) that govern the use of the DENTSPLY SIRONA products and/or services you have purchased.

1. **Eligibility.** This Rebate Program is offered by DENTSPLY SIRONA to dental laboratories or denture clinics located within Canada which purchase a minimum of Ten Thousand Canadian Dollars (CAD 10,000) in DENTSPLY SIRONA products during the Program Term (the “**Eligible Labs or Denture Clinics**”). Any Eligible Lab or Denture Clinics that does not meet the required purchase level does not qualify to earn a Rebate. There is a limit of one (1) Rebate Program enrollment per Eligible Lab or Denture Clinic. Enrollment in the One DS Canada will void enrollment in this Rebate Program and these Terms and Conditions.
2. **Program Term.** The Rebate Program shall officially commence on January 1, 2021 through December 31, 2021 (the “**Program Term**”). Please note, if these Terms and Conditions are signed or submitted by an Eligible Lab or Denture Clinic after September 30, 2021, Lab Consumables purchases made in the current year, do not qualify for any cash rebates.
3. **Qualifying Purchases.** The following DENTSPLY SIRONA Products shall qualify for this Rebate Program and shall be referred to herein as the “**DS Products**”:
 - a. **Lab Consumables.** Purchases of eligible DENTSPLY SIRONA Lab Consumable products through an authorized distributor in Canada qualify for this Rebate Program.
 - b. **inLab Equipment.** Purchases of inLab equipment through an authorized distributor in Canada qualify for this Rebate Program. Multimat Cubes, which are available in dual distribution, also qualify. In addition, Alliance accounts are eligible to receive exclusive one-year inLab extended warranty.

Where a participant returns or exchanges DS Product purchases, such returns shall be factored into the Rebate calculations (as set forth below). Products purchased under this Agreement are for the use of the Eligible Lab or Denture Clinic only and not for resale. Certain lab equipment is excluded from this Rebate Program. See the attached schedule for more details.

4. **Rebate Calculations.** Rebate amounts will be calculated using the schedule attached based on the Participating Lab or Denture Clinic’s qualifying purchases during the Program Term. DENTSPLY SIRONA will calculate the qualifying DS Product purchases using the actual price paid by the Participating Lab or Denture Clinic to the distributor or to DENTSPLY SIRONA directly. This pricing is net of any discounts or credits that are reported to or offered by either DENTSPLY SIRONA or the distributor. Any applicable Canadian taxes (i.e., Goods and Service Tax, Quebec Sales Tax, and/or Harmonized Sales Tax), freight, and other transaction-related expenses arising out of a purchase of products shall not be included in the calculation of purchases. For a purchase to qualify, such DS Products must be ordered and invoiced within the Program Term. Any inLab equipment purchases will automatically qualify the Participating Lab or Denture Clinic to move up a Rewards Level with a minimum 5% consumable rebate for the year and maximum of 9% consumable rebate for the year.
5. **Payments.**
 - a. Consumable Rebates will be automatically issued to the Eligible Lab or Denture Clinic within 90 days following DENTSPLY SIRONA’s receipt of full year 2021 purchase information from the applicable distributor(s).
 - b. Rebates for inLab equipment purchases will be paid out as follows:
 - (i) for purchases made from January 1 – September 30, 2021 – Rebates will be paid out on or before December 31, 2021;
 - (ii) for purchases made between October 1 – December 31, 2021 – Rebates will be paid out on or before March 31, 2022.
 - c. Cash rebates are payable in Canadian dollars only. Cheques will be made out to the Eligible Lab or Denture Clinic name and address on file with DENTSPLY SIRONA. Each Eligible Lab or Denture Clinic is responsible for ensuring its contact information on file with DENTSPLY SIRONA is correct, so as to facilitate issuance of rebate payments in a timely and accurate manner. Rebates cannot be

assigned, exchanged, sold, traded, bartered, gifted or otherwise transferred. DENTSPLY SIRONA is not liable for lost or stolen rebate payments issued hereunder.

6. **Consent to Data Sharing.** By participating in the Rebate Program, participants expressly authorize DENTSPLY SIRONA and its distributors to share the participant's purchase and account information with one another in order to ensure proper purchase tracking and rebate calculation.

In the event that DENTSPLY SIRONA has any questions regarding purchases or account history, participants agree to cooperate in a review of such purchase to facilitate validation of any aspect of the Rebate Program. Any rebates that cannot be verified and/or calculated to the satisfaction of DENTSPLY SIRONA are subject to adjustment, cancellation, disqualification, or revocation at DENTSPLY SIRONA's sole discretion.

7. **Communications.** By participating in the Rebate Program, participants agree to receive e-mail, phone, and/or mail communications from DENTSPLY SIRONA, including without limitation, communications regarding the Rebate Program, as well as opportunities relating to the Rebate Program. During the registration process, participants will be enrolled in DENTSPLY SIRONA's electronic communication program. If DENTSPLY SIRONA sends any marketing communication via email, it will include a link where participants may opt out of the Rebate Program. Participants in the Rebate Program understand and agree that in order to offer the Rebate Program, DENTSPLY SIRONA may collect and use personally identifiable information about the participant. DENTSPLY SIRONA may use such personally identifiable information for marketing purposes and share it with DENTSPLY SIRONA's marketing service suppliers for that purpose. This Rebate Program is administered under the terms of the DENTSPLY SIRONA's Privacy Policy (available at <https://www.dentsplysirona.com/en/legal/privacy-policy.html>).
8. **Rebate Program Termination/Modification.** DENTSPLY SIRONA RESERVES THE RIGHT TO MODIFY AND/OR TERMINATE THE REBATE PROGRAM AND/OR MODIFY ALL OR ANY PORTION OF THESE TERMS AND CONDITIONS OR ANY POLICY PERTAINING TO THE REBATE PROGRAM AT ANY TIME ON OR AFTER JUNE 30, 2021, AND IN OUR SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO DISCONTINUE OR CHANGE ANY REBATE PROGRAM BENEFITS RECEIVED THROUGH THE REBATE PROGRAM, MERGE THE REBATE PROGRAM WITH ANOTHER REWARDS PROGRAM, OR TO ADJUST HOW REBATES ARE EARNED, CALCULATED OR REDEEMED. IT IS POSSIBLE THAT YOU MAY LOSE REBATES AS A RESULT OF FUTURE REBATE PROGRAM CHANGES OR IF WE DISCONTINUE THE REBATE PROGRAM OR MERGE THE REBATE PROGRAM INTO ANOTHER REWARDS PROGRAM. DENTSPLY SIRONA WILL STRIVE TO PROVIDE AT LEAST THIRTY (30) DAYS' NOTICE OF ANY CHANGES TO THIS REBATE PROGRAM.
9. **Dispute Resolution.** Any disputes related to these Terms and Conditions and the subject matter herein must be submitted to binding arbitration administered by the **Canadian Arbitration Association (the "CAA")** under its applicable **expedited arbitration rules**. The parties agree that the CAA's expedited arbitration rules give the parties a fair opportunity to present their case and respond to the case of the other side. Participants agree that all claims may only be brought in a participant's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Unless participant and DENTSPLY SIRONA agree otherwise, the arbitrator may not consolidate more than one participant's claim and may not otherwise preside over any form of a representative or class proceeding. The arbitrator appointed by the CAA will have the exclusive authority to resolve any challenge or dispute relating to the interpretation, applicability, enforceability, or formation of this agreement of arbitration. All claims **must** be brought within **one (1) year** of the termination of the Rebate Program. Participants and DENTSPLY SIRONA acknowledge and agree that the remedy for any claim hereunder is limited to actual damages, and in no event will any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including legal fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.
10. **Miscellaneous.**
 - a. Federal or provincial law may require the disclosure by the participant of discounts, rebates, or other reductions in price received, directly or indirectly, pursuant to this Rebate Program, in claims, charges, or reports made to federal healthcare programs, including Medicare. The participant hereby acknowledges this obligation and warrants and represents that it will properly report and disclose, and appropriately reflect all reduction in price received and all amounts paid hereunder (including all rebates) as discounts to the extent required by applicable provincial and federal laws and regulations.

- b. If any provision of these Terms and Conditions is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms and Conditions will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of these Terms and Conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Participants may not assign or transfer these Terms and Conditions, or any of their rights or obligations herein, in whole or in part without the written consent of DENTSPLY SIRONA. DENTSPLY SIRONA may freely assign or transfer these Terms and Conditions. Any assignment or transfer in violation of the foregoing is void. These Terms and Conditions are the final, complete and exclusive Terms and Conditions between you and DENTSPLY SIRONA with respect to the subject matter hereof and supersedes and merges any discussions between you and DENTSPLY SIRONA with respect to such subject matter. If you are dissatisfied with any aspect of the Rebate Program at any time, your sole and exclusive remedy is to cease participating in the Rebate Program.

- c. Participants understands and agree that, to the extent permitted by law, in no event shall DENTSPLY SIRONA, its directors, officers, employees or agents be liable for any claimed or actual damages or losses of any kind, however caused and regardless of the theory of liability, related in any way to this Rebate Program, even if DENTSPLY SIRONA has been advised of the possibility of such damages or losses. To the extent permitted by law, participants assume all risks associated with this Rebate Program, including without limitation, all risks associated with purchase, installation and maintenance of capital equipment subject to this program. Each participant hereby releases and holds harmless DENTSPLY SIRONA, its directors, officers, employees and agents from any and all claims for damage, death or injury to any persons or property arising in any way from this Rebate Program, including the installation and maintenance of capital equipment, associated parts, and consumables subject to this program, other than those caused by the willful or gross negligent acts or omissions of DENTSPLY SIRONA. The accumulation of rebates, other credits and benefits do not entitle Eligible Labs to any vested rights with respect to the Rebate Program, including without limitation, any awards or benefits.