

January 8, 2009

TERMS AND CONDITIONS

1. This order is subject to acceptance by RMO, Inc. Data Services (“RMO”). Upon acceptance, this order becomes a binding contract on the terms and conditions set forth herein, which shall be governed by the laws of the State of Colorado. The Doctor/Buyer hereby submits to the jurisdiction of the courts of the State of Colorado to resolve any dispute related to this contract.
2. Exclusion of Warranties:
The following statements are applicable to the products or services provided:
 - a) Tracing of the cephalometric head films is subject to personal interpretation and is dependant upon the clarity of the head film furnished by the Doctor/Buyer;
 - b) Growth forecasts are statements of expectation. Individuals may differ greatly from forecasted values;
 - c) Cephalometrics is a tool which does not constitute a complete diagnosis; and
 - d) The materials and information provided by RMO constitute an aid to the qualified clinician, not a diagnosis or treatment plan. Only a qualified clinician can develop a complete diagnosis and treatment plan.

RMO HEREBY DISCLAIMS ANY AND ALL WARRANTIES AS TO THE ACCURACY OF ANY TRACING, GROWTH FORECAST, OR TREATMENT, AND MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, APPLICABLE TO THE PRODUCTS OR SERVICES COVERED BY THIS CONTRACT. RMO SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE PRODUCTS OR SERVICES COVERED BY THIS CONTRACT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

3. The Doctor/Buyer bears all responsibility for final diagnosis and the results of treatment.
4. Services are performed in compliance with applicable State and Federal laws; including the applicable provisions of the Fair Labor Standards Act, as amended, and of regulations and orders issued thereunder.
5. No liability shall result from delay in performance, or nonperformance, caused by circumstances beyond the control of the party affected; including, but not limited to, an act of God, fire, flood, war, government action, labor trouble, and the like.

RMO furnishes the materials and information to the Doctor/Buyer based upon representations made to RMO by the Doctor/Buyer that he/she is a “qualified clinician”, i.e. that he/she has the requisite knowledge and experience to utilize this aid properly in developing a complete diagnosis and treatment plan.