

# Forest

DENTALEZ

5400 DENTAL CHAIR

*USER MANUAL*



**SECTION I - INTRODUCTION**

Product Overview..... 1  
 Product Features..... 2  
 Dimensions..... 3  
 Range of Motion ..... 4  
 Specifications..... 5  
 Recommended Environmental Conditions..... 5  
 Classifications..... 5  
 Glossary of Symbols..... 6  
 EMC Information..... 7  
 Safety Precautions.....10

**SECTION II - PREINSTALLATION**

Packaging ..... 12  
 Permanent Placement ..... 14

**SECTION III - INSTALLATION**

Left and Right Spring Covers..... 15  
 Wired Touchpad Control..... 16  
 Wired Foot Control ..... 17  
 Speaker Volume Control ..... 18  
 Upholstery ..... 19  
 Headrest ..... 20  
 Installation Checklist..... 21  
 Delivery Units ..... 22

**SECTION IV - OPERATION**

Base Lowering Safety Switch ..... 23  
 Chair Rotation..... 23  
 Armrests ..... 24  
 Headrest ..... 25  
 Manual Chair Positioning..... 26  
 Automatic Chair Positioning..... 27  
 Programming Chair Travel Limits ..... 28  
 Hydraulic Control Valve Speed Adjustment..... 29

**SECTION V - CARE & MAINTENANCE**

Cleaning ..... 30  
 Disinfecting ..... 32

**SECTION VI - USER SERVICE INFORMATION**

Service Instruction..... 33  
 Disposal of Equipment..... 33

*SECTION VII - PARTS LIST*

Replacement Parts ..... 34

*LIMITED WARRANTY* ..... 35

*PRIVACY POLICY* ..... 36

*TERMS OF USE*..... 41


## PRODUCT OVERVIEW

This manual contains the installation, operation and care instructions and user service information for the Forest 5400 Dental Chair.

The chair is intended to be used by trained professional dental care personnel only. The chair supports a patient in a reclined, seated position. Operators will be positioned around the patient's head as required for optimum access for the specific procedure being performed.

Intended Population: There are no restrictions on patient population that may be treated by this equipment.

The chair is designed to provide trouble-free service when installed, operated and cared for according to the procedures set forth in this manual.

 To ensure proper installation, carefully read all the instructions contained in this manual, paying close attention to all warnings, cautions, and notes.

Before starting installation procedures, review the illustration to become familiar with the components of the chair ([FIGURE 1](#)).

After the chair is installed, review the features, operation procedures, and care guidelines with the doctor's staff.

**LEAVE THIS MANUAL IN THE DOCTOR'S OFFICE.**

**NOTICE**

Installation by an authorized DENTALEZ® dealer service technician is recommended.

For any questions about an order, please contact a DENTALEZ Equipment customer service representative at 866-DTE-INFO.

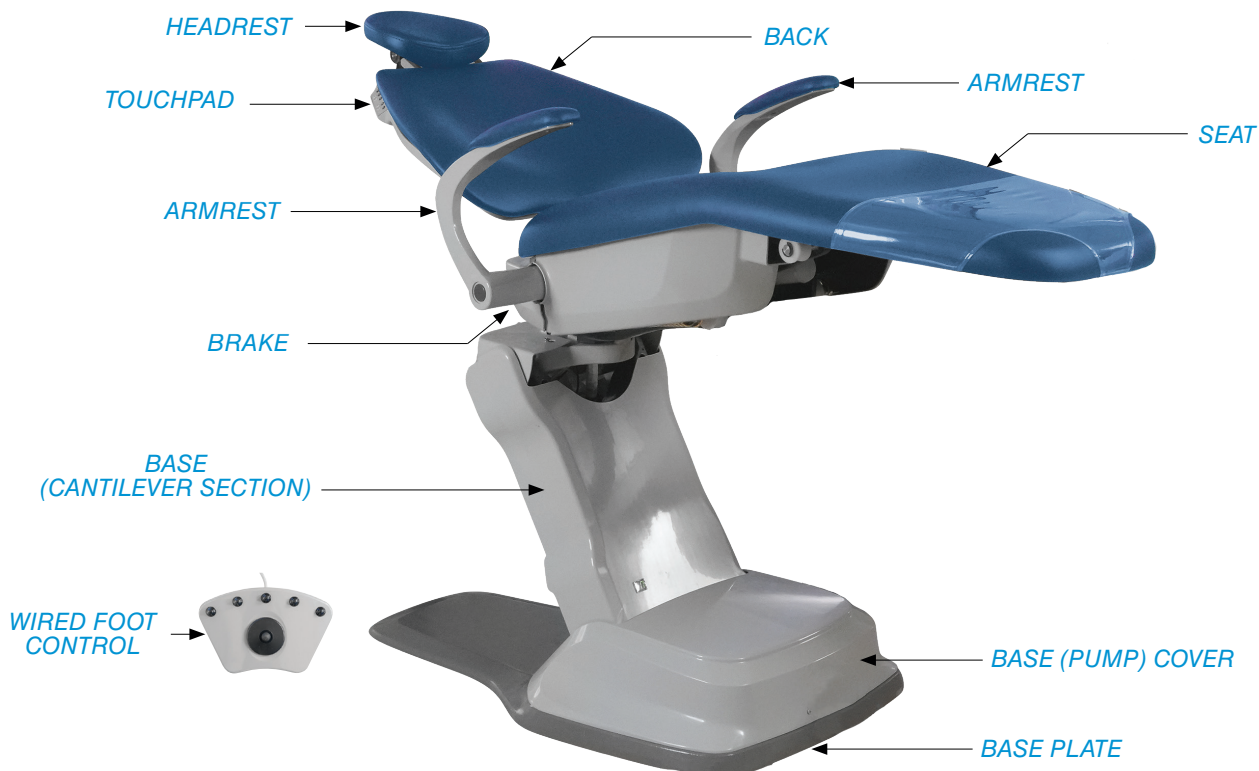


FIGURE 1. DENTAL CHAIR MAIN COMPONENTS

## PRODUCT FEATURES

The Forest 5400 Dental Chair offers simple design, coupled with superior height adjustment range and lift capacity. Superior ergonomic design minimizes twisting and reaching. In order to achieve the most efficient use in the operator and understand what the chair offers, here is a compilation of some of those features and benefits.

### STANDARD FEATURES

- A 60-degree rotation allows optimal positioning for every procedure.
- Adjustable height range suitable for stand-up and sit-down dentistry.
- Thin tapered back for better access to the oral cavity.
- Slim 12¾" width at top of chair back.
- Easily visible illuminated "ON" indicator.
- Slim, wider cantilever for ease of internal umbilical.
- Integrated touchpad controls located on both sides of upper backrest provide easy and rapid patient positioning.
- Simple chair controls include auto return, last position, three presets and manual settings.
- Seamless upholstery.
- Double articulating headrest.
- Base safety switch feature ensures nothing gets caught underneath the base as it lowers.

### OPTIONAL FEATURES

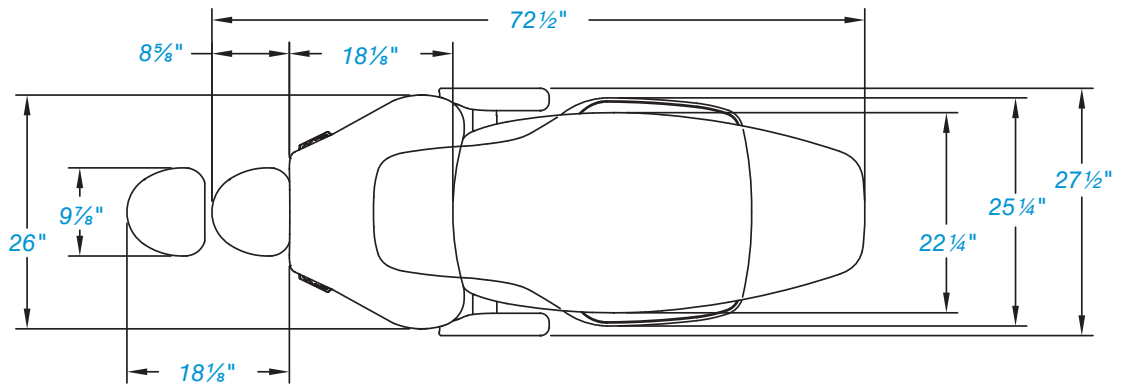
- Wired foot control for patient positioning.

# Forest

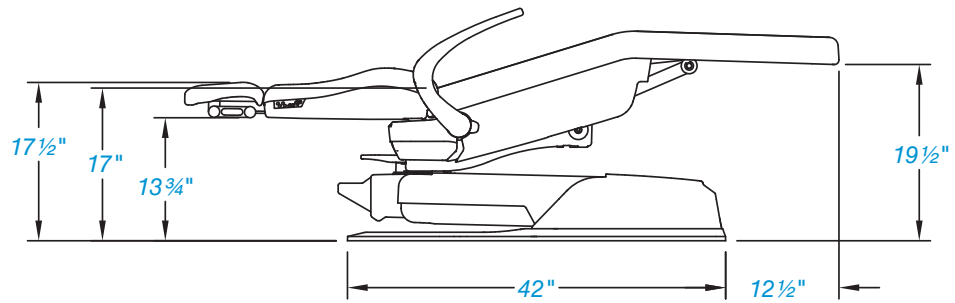


## DIMENSIONS

### TOP RECLINING



### SIDE RECLINING



### SIDE UPRIGHT

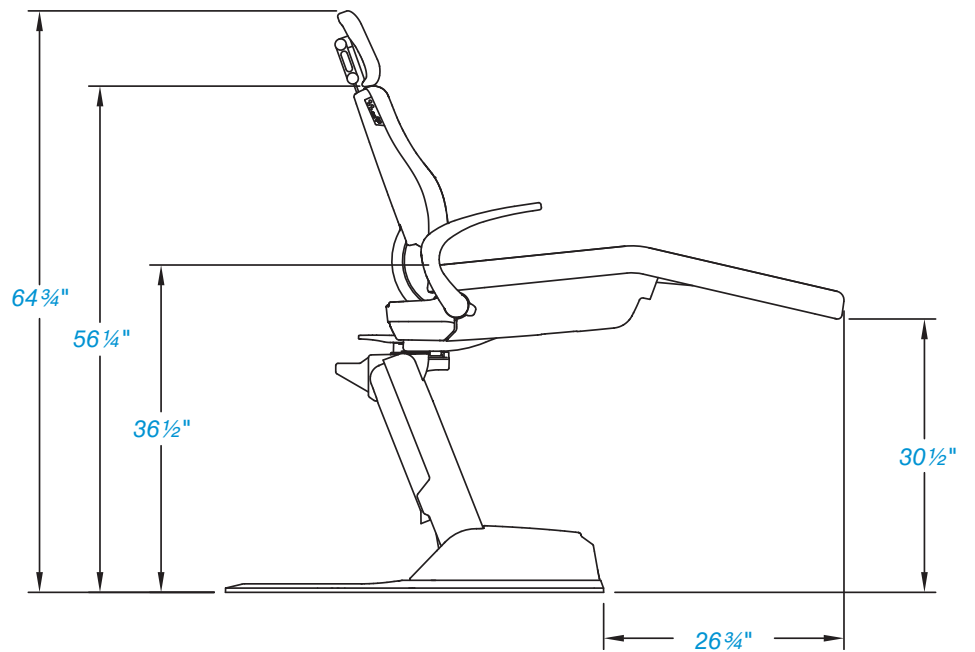


FIGURE 2. DENTAL CHAIR DIMENSIONS

RANGE OF MOTION

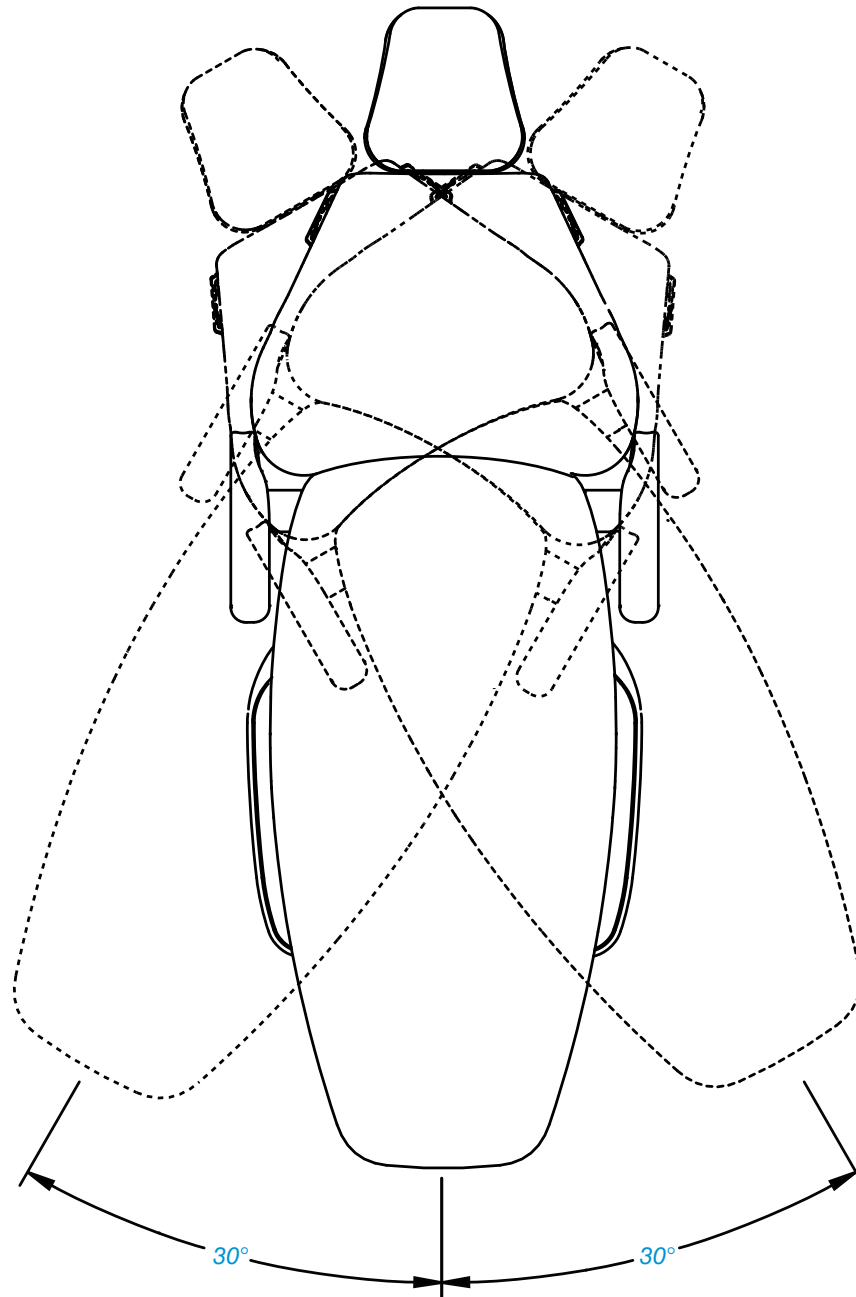


FIGURE 3. DENTAL CHAIR RANGE OF MOTION

**SPECIFICATIONS**

5400

Voltage (AC)	115, 60 Hz, as applicable
Breaker Size (Amps)	2 - 8A 250V AC rated thermal series trip
Shipping (Package) Weight (lbs)	Chair: 425 (193 kg) Chair/Delivery Unit/Light (typical assembly): 570 (258 kg)
Empty Weight (lbs)	300 (136 kg)
Delivery System Capacity (lbs)	125 (56.6 kg)
Total Lift Capacity (lbs)	Factory test to lift a load of 650 (295 kg)
Maximum Patient Weight (lbs)	525 (238 kg)
Shipping (Package) Dimensions L x H x W (in)	58.5 x 34 x 32.5
Minimum Installation Space (ft)	10 x 10 (3m x 3m)
Base Plate Footprint (in)	42 x 25.25 (106 cm x 64 cm)

**RECOMMENDED ENVIRONMENTAL CONDITIONS**

**TRANSPORTATION AND STORAGE**

- Temperature range: -20°F to 165°F (-29°C to 74°C)
- Relative humidity range: 0% to 95%

**OPERATION**

- Temperature range: 41°F to 104°F (5°C to 40°C)
- Relative humidity range: 0% to 95%
- Atmospheric pressure range: 50 kPa to 106 kPa

**WORKING ENVIRONMENT**

- The equipment is to be used in a clinical environment only.

**INDOOR USE**

- Altitude up to 9,842 ft (3,000 m)
- Installation category: II
- Pollution degree: 2

**CLASSIFICATIONS**






As to Electrical Shock, Fire & Mechanical Hazards Only  
Based on the certification coverage of the product, the standard number is: AAMI ES60601-1:2005/(R)2012 and A1:2012/(R)2012 and A2:2021 CAN/CSA-C22.2 NO. 60601-1:14

- Type of Protection Against Electric Shock: Class 1 Equipment.
- Degree of Protection Against Electric Shock: Type B Applied Parts. The upholstery is considered an applied part.
- Flammable Gases: Equipment not suitable for use in the presence of a flammable anesthetic mixture with air, oxygen or nitrous oxide.
- Mode of Operation: Intermittent Duty cycle – 1 minute ON, 6 minutes OFF.

## GLOSSARY OF SYMBOLS


The following symbols and terms may be used throughout your guide and equipment.


Alert Symbols   


The safety notices associated with the following should be given special attention when they appear in maintenance, operating and emergency procedures in the guide.


Symboles d'alerte


Les consignes de sécurité associées à la présente devraient être lues avec attention lorsqu'elles sont ajoutées aux procédures d'entretien, utilisation et d'urgence de ce guide.


 **WARNING** indicates that the personal safety of the patient, end user or technician could be compromised by disregarding the **WARNING**. Not following instructions may result in an injury.


 **AVERTISSEMENT** Indique que la sécurité du patient, de l'utilisateur ou du technicien peut être compromise si l'**AVERTISSEMENT** n'est pas respecté. Ne pas respecter les instructions peut causer des blessures.


 **CAUTION** indicates that a particular procedure or precaution must be followed to avoid system irregularity or possible damage to the product.

 **MISE EN GARDE** Indique qu'une procédure ou une précaution précise doit être respectée pour éviter une erreur du système ou de possibles dommages au système.

 **NOTE** indicates special information to improve the ease of maintaining the product, or to clarify important information.

 **REMARQUE** Indique des informations spéciales pour améliorer la facilité d'entretien du produit ou pour clarifier des informations importantes.

 **User Responsibility.** Read this guide thoroughly, including all regulatory information and product specifications before use.

 **European Directive for Waste Electrical and Electronic Equipment.** Disposal of Medical Equipment should be performed in accordance with National and Local Regulations.



Applied part Type B indicates the Medical Device is applied to patient for therapy.



Indicates Dental Chairs and Lights conform to General Requirements for Safety and is certified by UL Testing Services.



Manufacturer



Manufacture Date

EMC INFORMATION

**WARNING:** Use only replacement cable listed in [SECTION VII - PARTS LIST](#). Other cables and accessories may negatively affect EMC performance.

**WARNING:** When the chair is used adjacent to other equipment, observe the chair to verify normal operation.

GUIDANCE AND MANUFACTURER'S DECLARATION – ELECTROMAGNETIC EMISSIONS ENCLOSURE PORT			
Phenomenon	Basic EMC Standard or Test Method	Immunity Test Levels	
		Professional Healthcare Facility Environment	Home Healthcare Environment
Electrostatic Discharge	IEC 61000-4-2	±8 kV contact ±2 kV, ±4 kV, ±8 kV, ±15 kV air	
Radiated RF EM Fields <sup>(a)</sup>	IEC 61000-4-3	3 V/m <sup>(f)</sup> 80 MHz - 2,7 GHz <sup>(b)</sup> 80% AM at 1 kHz <sup>(c)</sup>	10 V/m <sup>(f)</sup> 80 MHz - 2,7 GHz <sup>(b)</sup> 80% AM at 1 kHz <sup>(c)</sup>
Proximity Fields from RF Wireless Communications Equipment	IEC 61000-4-3	See 8.10	
Rated Power Frequency Magnetic Fields <sup>(d)(e)</sup>	IEC 61000-4-8	30 A/m <sup>(g)</sup> 50 Hz or 60 Hz	

a. The interface between the PATIENT physiological signal simulation, if used, and the ME EQUIPMENT or ME SYSTEM shall be located within 0.1 m of the vertical plane of the uniform field area in one orientation of the ME EQUIPMENT or ME SYSTEM.

b. ME EQUIPMENT and ME SYSTEMS that intentionally receive RF electromagnetic energy for the purpose of their operation shall be tested at the frequency of reception. Testing may be performed at other modulation frequencies identified by the RISK MANAGEMENT PROCESS. This test assesses the BASIC SAFETY and ESSENTIAL PERFORMANCE of an intentional receiver when an ambient signal is in the passband. It is understood that the receiver might not achieve normal reception during the test.

c. Testing may be performed at other modulation frequencies identified by the RISK MANAGEMENT PROCESS.

d. Applies only to ME EQUIPMENT and ME SYSTEMS with magnetically sensitive components or circuitry.

e. During the test, the ME EQUIPMENT or ME SYSTEM may be powered at any NOMINAL input voltage, but with the same frequency as the test signal (see Table 1).

f. Before modulation is applied.

g. This test level assumes a minimum distance between the ME EQUIPMENT or ME SYSTEM and sources of power frequency magnetic field of at least 15 cm. If the RISK ANALYSIS shows that the ME EQUIPMENT or ME SYSTEM will be used closer than 15 cm to sources of power frequency magnetic field, the IMMUNITY TEST LEVEL shall be adjusted as appropriate for the minimum expected distance.

The EMISSIONS characteristics of this equipment make it suitable for use in industrial areas and hospitals (CISPR 11 class A). If it is used in a residential environment (for which CISPR 11 class B is normally required) this equipment might not offer adequate protection to radio-frequency communication services. The user might need to take mitigation measures, such as relocating or re-orienting the equipment (Clause 5.2.1.2)

Portable RF communications equipment (including peripherals such as antenna cables and external antennas) should be used no closer than 30 cm (12 inches) to any part of the [ME EQUIPMENT or ME SYSTEM], including cables specified by the manufacturer. Otherwise, degradation of the performance of this equipment could result (Clause 5.2.1.1f)

## EMC INFORMATION

INPUT AC POWER PORT			
Phenomenon	Basic EMC Standard	Immunity Test Levels	
		Professional Healthcare Facility Environment	Home Healthcare Environment
Electrical Fast Transients/ Bursts <sup>(a)(l)(o)</sup>	IEC 61000-4-4	±2 kV 100 kHz repetition frequency	
Surges <sup>(a)(b)(j)(o)</sup> Line-to-line	IEC 61000-4-5	±0.5 kV, ±1 kV	
Surges <sup>(a)(b)(j)(k)(o)</sup> Line-to-ground	IEC 61000-4-5	±0.5 kV, ±1 kV, ±2 kV	
Conducted Disturbances Induced by RF Fields <sup>(c)(d)(e)</sup>	IEC 61000-4-6	3 V <sup>(m)</sup> 0,15 MHz - 80 MHz 6 V <sup>(m)</sup> in ISM bands between 0,15 MHz and 80 MHz <sup>(n)</sup> 80% AM at 1 kHz <sup>(e)</sup>	3 V <sup>(m)</sup> 0,15 MHz - 80 MHz 6 V <sup>(m)</sup> in ISM and amateur radio bands between 0.15 MHz and 60 MHz <sup>(n)</sup> 80% AM at 1 kHz <sup>(e)</sup>
Voltage Dips <sup>(f)(p)(r)</sup>	IEC 61000-4-11	0% Ut; 0.5 cycle <sup>(g)</sup> At 0°, 45°, 90°, 135°, 180°, 225°, 270° and 315° <sup>(q)</sup>	
		0% Ut; 1 cycle and 70% Ut; 25/30 cycles <sup>(h)</sup> Single phase: at 0°	
Voltage Interruptions <sup>(f)(i)(o)(r)</sup>	IEC 61000-4-11	0% Ut; 250/300 cycle <sup>(h)</sup>	

a. The test may be performed at any one power input voltage within the ME EQUIPMENT or ME SYSTEM RATED voltage range. If the ME EQUIPMENT or ME SYSTEM is tested at one power input voltage, it is not necessary to re-test at additional voltages.

b. All ME EQUIPMENT and ME SYSTEM cables are attached during the test.

c. Calibration for current injection clamps shall be performed in a 150 Ω system.

d. If the frequency stepping skips over an ISM or amateur band, as applicable, an additional test frequency shall be used in the ISM or amateur radio band. This applies to each ISM and amateur radio band within the specified frequency range.

e. Testing may be performed at other modulation frequencies identified by the RISK MANAGEMENT PROCESS.

f. ME EQUIPMENT and ME SYSTEMS with a d.c. power input intended for use with a.c.-to-d.c. converters shall be tested using a converter that meets the specifications of the MANUFACTURER of the ME EQUIPMENT or ME SYSTEM. The IMMUNITY TEST LEVELS are applied to the a.c. power input of the converter.

g. Applicable only to ME EQUIPMENT and ME SYSTEMS connected to single-phase a.c. mains.

h. E.g. 10/12 means 10 periods at 50 Hz or 12 periods at 60 Hz.

i. ME EQUIPMENT and ME SYSTEMS with RATED input current greater than 16 A / phase shall be interrupted once for 250/300 cycles at any angle and at all phases at the same time (if applicable). ME EQUIPMENT and ME SYSTEMS with battery backup shall resume line power operation after the test. For ME EQUIPMENT and ME SYSTEMS with RATED input current not exceeding 16 A, all phases shall be interrupted simultaneously.

j. ME EQUIPMENT and ME SYSTEMS that do not have a surge protection device in the primary power circuit may be tested only at ±2 kV line(s) to earth and ±1 kV line(s) to line(s).

k. Not applicable to CLASS II ME EQUIPMENT and ME SYSTEMS.

l. Direct coupling shall be used.

m. r.m.s. before modulation is applied.

n. The ISM (industrial, scientific and medical) bands between 0,15 MHz and 80 MHz are 6,765 MHz to 6,795 MHz; 13,553 MHz to 13,567 MHz; 26,957 MHz to 27,283 MHz; and 40,66 MHz to 40,70 MHz. The amateur radio bands between 0,15 MHz and 80 MHz are 1,8 MHz to 2,0 MHz; 3,5 MHz to 4,0 MHz; 5,3 MHz to 5,4 MHz; 7 MHz to 7,3 MHz; 10,1 MHz to 10,15 MHz; 14 MHz to 14,2 MHz; 18,07 MHz to 18,17 MHz; 21,0 MHz to 21,4 MHz; 24,89 MHz to 24,99 MHz; 28,0 MHz to 29,7 MHz and 50,0 MHz to 54,0.

o. Applicable to ME EQUIPMENT and ME SYSTEMS with RATED input current less than or equal to 16A / phase and ME EQUIPMENT and ME SYSTEMS with RATED input current greater than 16A / phase.

p. Applicable to ME EQUIPMENT and ME SYSTEMS with RATED input current less than or equal to 16A / phase.

q. At some phase angles, applying this test to ME EQUIPMENT with transformer mains power input might cause an overcurrent protection device to open. This can occur due to magnetic flux saturation of the transformer core after the voltage dip. If this occurs, the ME EQUIPMENT or ME SYSTEM shall provide BASIC SAFETY during and after the test.

r. For ME EQUIPMENT and ME SYSTEMS that have multiple voltage settings or auto ranging voltage capability, the test shall be performed at the minimum and maximum RATED input voltage. ME EQUIPMENT and ME SYSTEMS with a RATED input voltage range of less than 25% of the highest RATED input voltage shall be tested at one RATED input voltage within the range. See Table 1 Note (c) for example calculations.

EMC INFORMATION

ENCLOSURE PORT IMMUNITY						
Test Frequency (MHz)	Band <sup>(a)</sup> (MHz)	Service <sup>(a)</sup>	Modulation <sup>(b)</sup>	Maximum Power (W)	Distance (m)	Immunity Test Level (V/m)
385	380 - 390	TETRA 400	Pulse Modulation <sup>(b)</sup> 18 Hz	1,8	0,3	27
450	430 - 470	GMRS 460, FRS 460	FM <sup>(c)</sup> ±5 kHz Deviation 1 kHz sine	2	0,3	28
710	704 - 787	LTE Band 13, 17	Pulse Modulation <sup>(b)</sup> 217 Hz	0,2	0,3	9
745						
780						
810	800 - 960	GSM 800/900, TETRA 800, IDEN 820, CDMA 850, LTE Band 5	Pulse Modulation <sup>(b)</sup> 18 Hz	2	0,3	28
870						
930						
1,720	1,700 - 1,990	GSM 1800, CDMA 1900, GSM 1900, DECT, LTE Band 1, 3, 4, 25 UMTS	Pulse Modulation <sup>(b)</sup> 217 Hz	2	0,3	28
1,845						
1,970						
2,450	2,400 - 2,570	Bluetooth, WLAN, 802, 11 b/g/n, RFID 2450, LTE Band 7	Pulse Modulation <sup>(b)</sup> 217 Hz	2	0,3	28
5,240	5,100 - 5,800	WLAN 802.11 a/n	Pulse Modulation <sup>(b)</sup> 217 Hz	0,2	0,3	9
5,500						
5,785						

NOTE: If necessary to achieve the IMMUNITY TEST LEVEL, the distance between the transmitting antenna and the ME EQUIPMENT or ME SYSTEM may be reduced to 1 m. The 1 m test distance is permitted by IEC 61000-4-3.

a. For some services, only the uplink frequencies are included.  
 b. The carrier shall be modulated using a 50% duty cycle square wave signal.  
 c. As an alternative to FM modulation, 50% pulse modulation at 18 Hz may be used because while it does not represent actual modulation, it would be worst case.

NOTE: Dental Chair not evaluated for immunity from radiated emissions generated by HF electrocautery devices.

## SAFETY PRECAUTIONS

**WARNING**

Before proceeding with electrical installation, all wiring must be in accordance with NEC and local electrical codes.



To avoid the risk of electrical shock, this equipment must only be connected to a supply mains with protective earth.

- The plug cannot be located in a position that requires tools to access.
- Do not modify the chair without permission from DENTALEZ.
- The use of ACCESSORY equipment not complying with the equivalent safety requirements of this equipment may lead to a reduced level of safety of the resulting system. Consideration relating to the choice shall include:
  - use of the accessory in the PATIENT VICINITY and
  - evidence that the safety certification of the ACCESSORY has been performed in accordance to the appropriate IEC 60601-1 harmonized standard.
- To prevent injury from falling or crush hazards, patients should be seated upright in the chair facing forward. Their head should be on the headrest with their feet at the toe of the chair. Their arms should be on the armrests or folded across their midsection.
- Headrest options that contain magnets can interfere with the function of some medical devices, including pacemakers.

**CAUTION**

- Before attempting to move the chair, it must be lowered to its lowest position and locked in place at zero degrees rotation. It is strongly recommended that accessories, such as lights and units, be removed before moving.
- Rating of main circuit breakers should be 20 Amps maximum.
- To satisfy FCC RF exposure requirements for mobile and base station transmission devices, a separation distance of 20 cm or more should be maintained between the antenna of this device and persons during the operation. To ensure compliance, operation at closer than this distance is not recommended. The antenna(s) used for this transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

**NOTICE**

Medical electrical equipment needs special precautions regarding electromagnetic (EMC) compatibility and needs to be installed according to EMC information. (See [EMC INFORMATION](#) provided in this manual.)

- In accordance with Part 15 of FCC rules, this equipment was tested and complies with Class A digital device limits. These limits are designed to give equipment reasonable protection against detrimental interference when operated in a commercial environment.
- Mobile radio frequency (RF) communications equipment can affect medical electrical equipment.
- Wiring schematics are provided with this manual.
- Isolating the unit from the supply mains is accomplished by unplugging the unit from the power receptacle.

**SAFETY PRECAUTIONS (CONTINUED)**

**NOTICE**

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy, and if not installed and used in accordance with the instructions, may cause harmful interference to radio communications; however, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception (which can be determined by turning the equipment off and on) the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment to an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

## PACKAGING

**WARNING**

- During transportation, the chair must be at its lowest height and all attachments must be secured in their lowest and most central positions possible. Failure to comply may result in injury and/or damage to equipment.
- The chair is heavy and weighs in excess of 300 pounds (depending on options). Use assistance to remove the chair from the pallet. Failure to do so may result in serious back injury.
- **DO NOT CONNECT** the chair **POWER** cord until all shipping hardware is removed.

**CAUTION**

To avoid damage to the carton contents, do not use a knife or sharp object to open the packaging.

## TOOLS REQUIRED

- Phillips-head Screwdriver
- Pliers
- Ratchet
- 7/16", 1/2", 3/4" & 15/16" Sockets

## UNPACKING CHAIR CARTON

1. Using pliers, remove the staples that secure the shipping carton to the wooden pallet.
2. Remove the carton and packing inserts from the pallet by lifting up.
3. Using a Phillips-head screwdriver, remove the four (4) screws (two (2) on front and two (2) on rear) that secure the pump cover to the chair base. Gently remove the cover and set aside, with screws, for installation later.
4. Using a 7/16" socket and ratchet, remove the two bolts that secure the front of the chair base to the shipping pallet.
5. Using a 1/2" socket and ratchet, remove the two lag screws from the support that secure the rear of the chair base to the shipping pallet.
6. With the aid of helpers, use the attached bar to lift the chair slightly and slide the pallet from underneath (*FIGURE 4*).
7. Remove the lifting bar from the chair. If the bar is attached with a single screw, use a 15/16" socket and ratchet to remove. Discard the bar and save the screw for unit mount installation. If the bar is attached with two screws, use a 3/4" socket and ratchet to remove. Discard both the bar and the screws.

*SECTION II - PREINSTALLATION*

*PACKAGING (CONTINUED)*



*FIGURE 4. USE ATTACHED BAR TO LIFT CHAIR*

## PERMANENT PLACEMENT



To prevent injury as a result of chair tipping, chair must be placed on a smooth, hard and level floor.

- DO NOT position the chair any place where it would interfere with unplugging the chair power cord.
- Before mounting a delivery unit, it is recommended to anchor the chair to the floor for optimal stability ([FIGURE 5](#)).

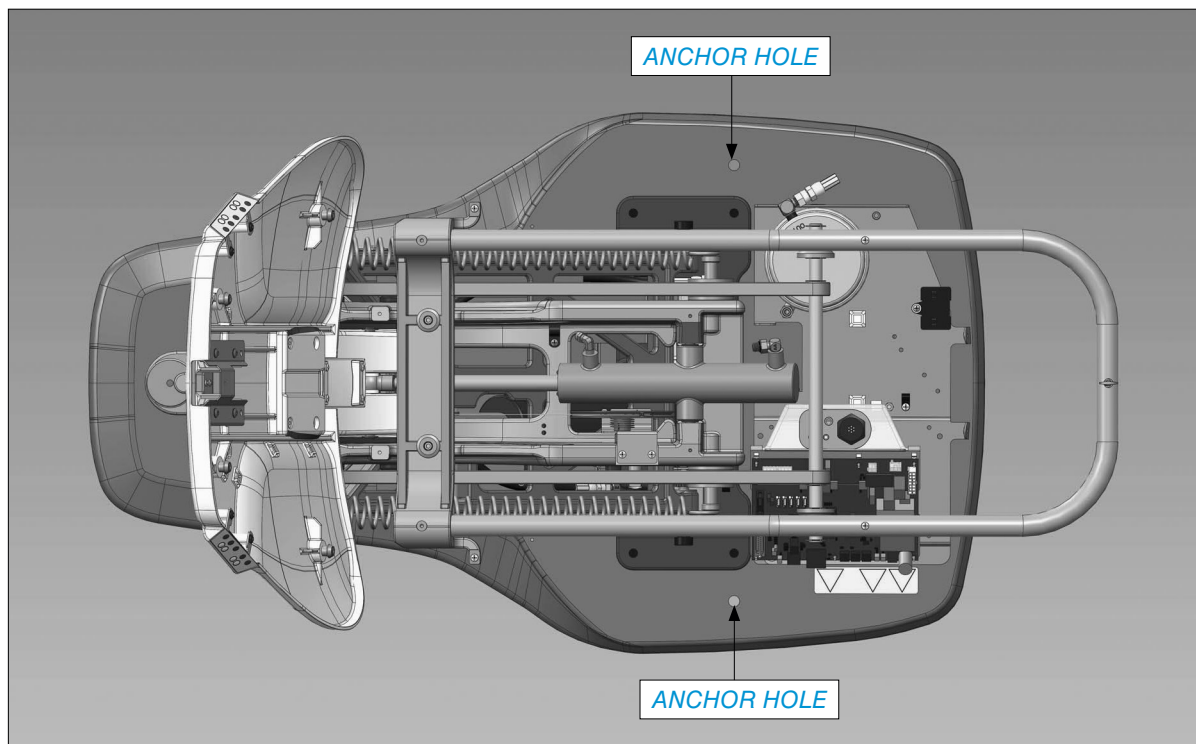


FIGURE 5. CHAIR ANCHOR HOLES

1. Taking into consideration the chair's dimensions, range of motion, and specifications (see [SECTION I - INTRODUCTION](#)), position the chair in its permanent location on a smooth, hard and level floor.



**NOTE:** Make sure the chair is placed where nothing will interfere with its movement.

2. Remove the retaining strap that secured the base mechanism during shipment. **NOTE:** The pump cover must be removed before anchoring the chair.

### LEFT AND RIGHT SPRING COVERS

**NOTICE**

The left and right spring covers are factory installed. Follow the instructions below if there is a need to replace them.

#### TOOLS REQUIRED

- Phillips-head Screwdriver

#### REPLACING SPRING COVERS

1. Remove the following hardware from the bag of supplies:
  - 10-32 Pan Head Screws (4)
  - Spring Cover Brackets (2)
  - Spring Cover Bracket Screws (8)
2. Install a spring cover bracket to the seat frame tube (*FIGURE 6*).
3. Using a Phillips-head screwdriver and two 10-32 pan head screws (one in front and one in the rear), install a spring cover.
4. Secure using four spring cover bracket screws (two on top and two underneath).
5. Repeat steps 2 through 4 for the opposite spring cover.

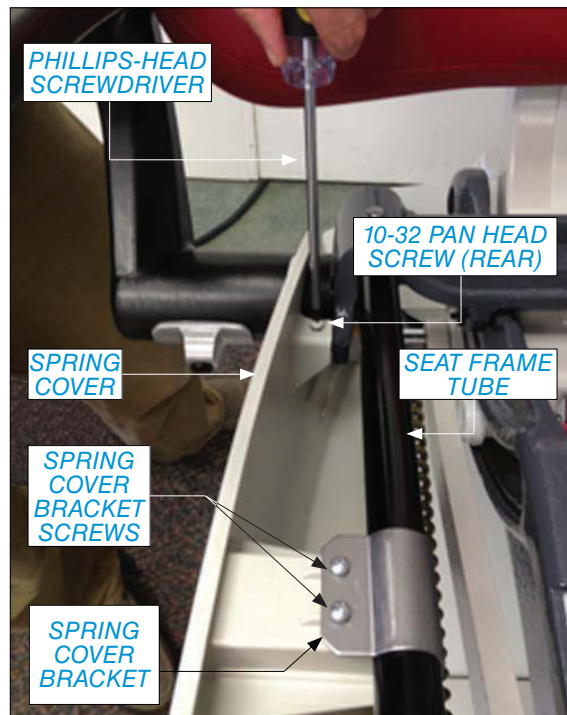



FIGURE 6. DENTAL CHAIR SPRING COVER

## WIRED TOUCHPAD CONTROL

The chair's primary touchpad controllers are located on both sides of the chair's back. One wire-type controller can be added and should be attached to the chair harness labeled **A** (auxiliary). Remove the tie strap and route the **A** harness under the cylinder to the auxiliary controller (**FIGURE 7**).

 For more information regarding the installation of the additional controller, follow the instructions supplied with the touchpad control package.

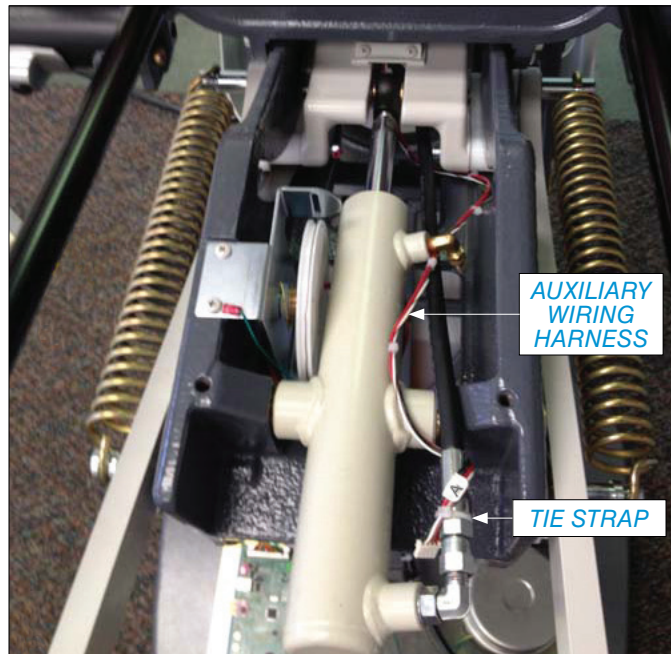


FIGURE 7. AUXILIARY WIRING HARNESS

## WIRED FOOT CONTROL

**⚠ WARNING** To prevent any chance of electrical shock, always disconnect power when indicated.

### TOOLS REQUIRED

- Phillips-head Screwdriver

### CONNECTING FOOT CONTROL

1. **Disconnect** the chair power.
2. Using a Phillips-head screwdriver and the two 10-32 × 3/8 screws supplied in the kit, attach the bracket to the lower lift arm casting located in the base (**FIGURE 8**).

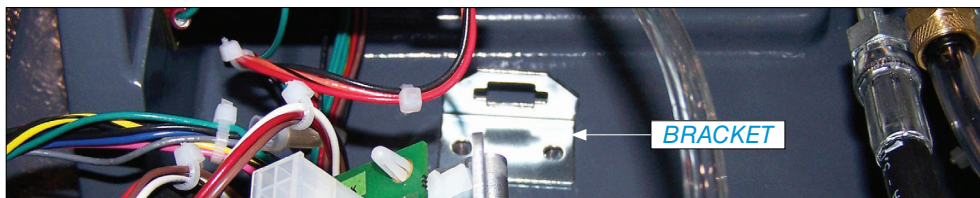


FIGURE 8. BRACKET

3. Route the foot control cable through the bracket.
4. Install the wire strain relief into the bracket.
5. Plug the foot control cable into either the **J6, J7, J9, J10** or **J13** terminals on the control board (**FIGURE 9**).
6. **Reconnect** the power to the chair and test for proper function of the foot control.

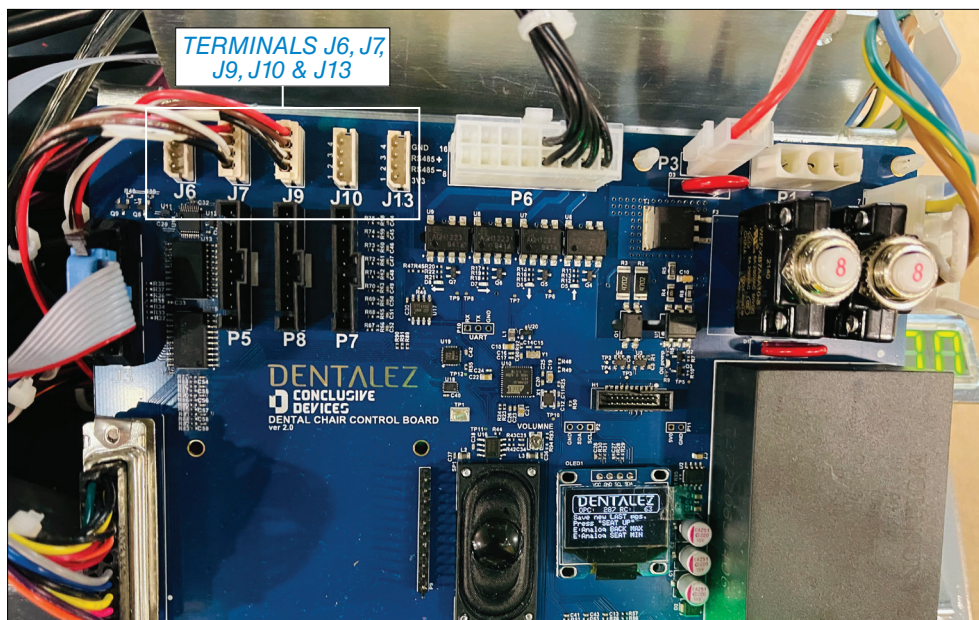


FIGURE 9. CONTROL BOARD

## SPEAKER VOLUME CONTROL

## TOOLS REQUIRED

- Large Phillips-head Screwdriver
- Small Phillips-head or Flathead Screwdriver

## ADJUSTING SPEAKER VOLUME

1. Using a large Phillips-head screwdriver, remove the four (4) screws (two (2) on front and two (2) on rear) securing pump cover. Lift cover to remove and set aside. Retain screws (FIGURE 10).

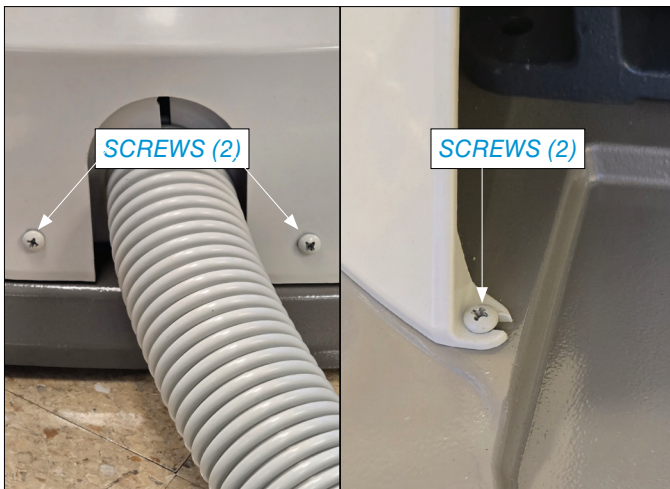


FIGURE 10. REMOVE SCREWS FROM PUMP COVER

2. To INCREASE volume, use a small Phillips-head or flathead screwdriver to carefully rotate volume screw COUNTER-CLOCKWISE (FIGURE 11).
3. To LOWER volume, use a small Phillips-head or flathead screwdriver to carefully rotate volume screw CLOCKWISE.
4. Replace pump cover and assemble with four screws.



FIGURE 11. TURN VOLUME CONTROL

UPHOLSTERY

**NOTICE** The seat and back cushions are factory installed. Follow the instructions below if there is a need to replace them.

TOOLS REQUIRED

- Phillips-head Screwdriver

SEAT CUSHION

1. Remove 1/4-20 screw from seat frame tube.
2. Install the upholstered seat cushion by placing the seat over the slide bosses in the back of the seat area (FIGURE 12).

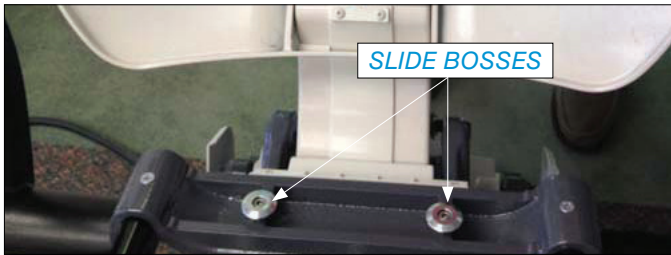


FIGURE 12. PLACE SEAT OVER SLIDE BOSSES

3. Once the substrate is over the bosses, pull the seat toward the toe of the chair.
4. Align the seat frame tube to the substrate in the toe of the chair and install the 1/4-20 screw (FIGURE 13).

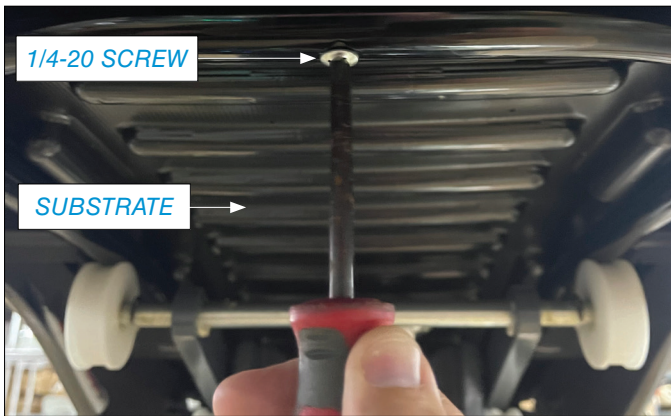


FIGURE 13. INSTALL 1/4-20 SCREW

BACK CUSHION

**!** NOTE: Make sure the blind grip fasteners are firmly secured to the back of the chair back cushion.

1. Align the two upper and two lower blind grip fasteners on the upholstered chair back to the studs on the chair back casting (FIGURE 14).

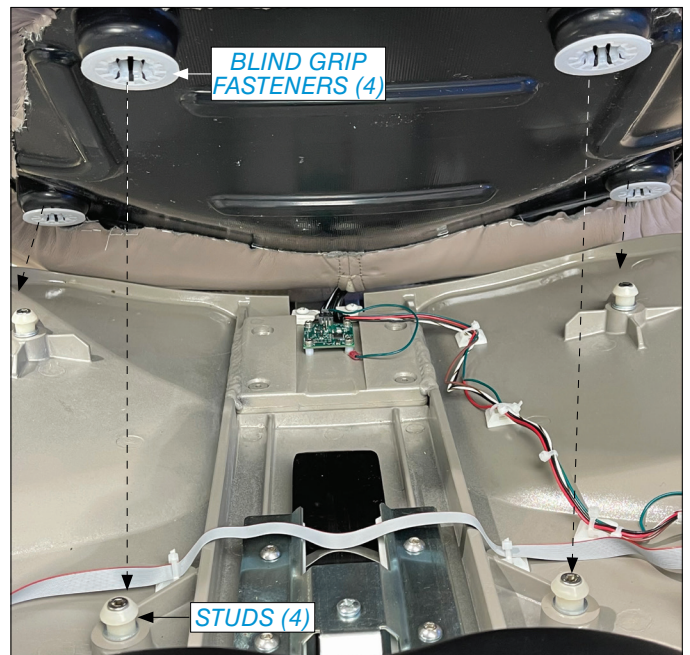


FIGURE 14. ALIGN BLIND GRIP FASTENERS TO STUDS ON CHAIR BACK

2. Firmly press each blind grip fastener onto its corresponding stud.
3. Tug on each stud location to ensure the upholstered chair back is secure.

## HEADREST

### DOUBLE ARTICULATING HEADREST

Slide the blade of the double articulating headrest into the opening of the back casting, making sure the blade aligns with the nylon guides inside the chair back (*FIGURE 15*).



*FIGURE 15. SLIDE THE BLADE OF THE DOUBLE ARTICULATING HEADREST INTO THE OPENING OF THE BACK CASTING*

**INSTALLATION CHECKLIST**

**NOTICE**


Before performing checklist task, make sure the area is at room temperature. Failure to comply can result in a faulty operation.

With someone sitting on the chair, run each function a few times to ensure proper function.

- Does the rotational brake function properly?
- Does the headrest stay in position after adjustment?
- Is the foot switch or touchpad functioning correctly?
- Do all chair functions operate smoothly and quietly?
- Do the armrests lock into position?
- Does the lower base limit need adjustment?

Answering **NO** to any of these questions is the result of improper installation or a product malfunction. After ensuring all connections, call DENTALEZ technical service at 866-DTE-INFO.

**DELIVERY UNITS**

 Install post mounted delivery unit according to the manufacturer's instructions supplied with the delivery unit.

*POST MOUNTED DELIVERY UNIT*



### BASE LOWERING SAFETY SWITCH

The chair is equipped with a base lowering safety switch. This feature ensures nothing gets caught underneath the chair base as it is lowered.

The following describes how this feature operates:

1. When the base cantilever section is lowered and contacts an obstruction, the cover on the underside of the cantilever section will move upward and activate the chair safety switches.
2. Downward motion of the base will stop, and the base will start moving upward immediately while the chair emits a constant, short warning beep.
3. Moving the base up and off of the obstruction deactivates the safety switches and silences the warning beep.

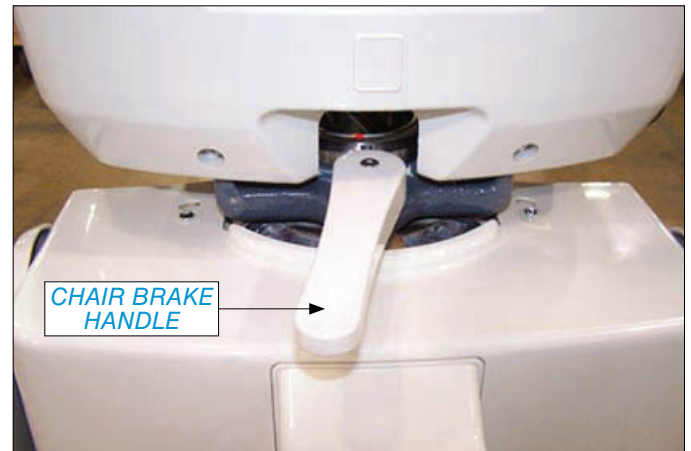
If any auto position buttons are pressed, the chair will sound three short beeps to indicate auto positioning is not available.

### CHAIR ROTATION

The chair is capable of swiveling 30° to either side of its center position.

To swivel the chair:

1. Release the chair brake located on the back of the chair seat casting by moving the brake handle completely to the right (*FIGURE 16*).



*FIGURE 16. MOVE CHAIR BRAKE HANDLE TO THE RIGHT*

2. Swivel the chair to the desired position.
3. Lock the chair brake by moving the brake handle to the left.

## ARMRESTS

Both of the chair's armrests are designed to be lowered, allowing easy patient entry and exit from either side of the chair.

**CAUTION** The armrests SHOULD NOT be used as a means of support when entering, exiting or leaning against the chair.

To lower and raise each armrest:

1. Pull the arm out to unlock and lower the arm (*FIGURE 17*).
2. Raising the arm up will automatically lock it into position.



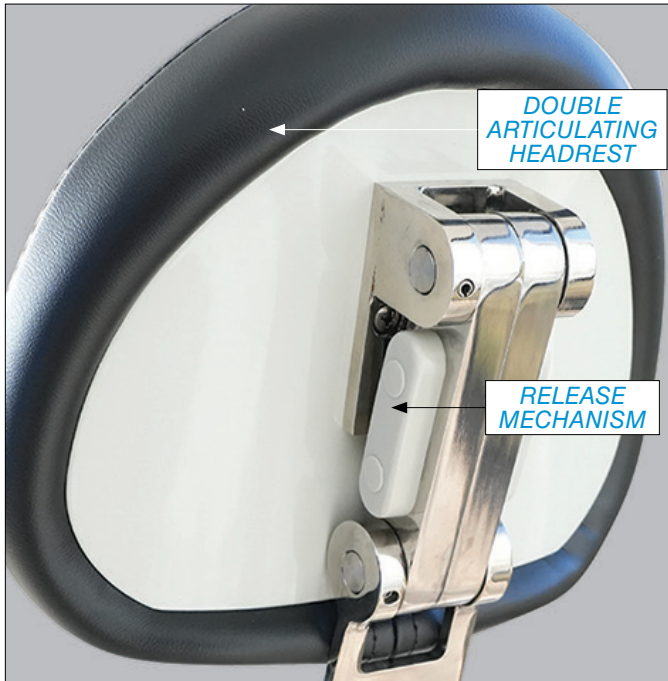
FIGURE 17. PULL CHAIR ARMREST OUT TO UNLOCK

## HEADREST

### DOUBLE ARTICULATING HEADREST

To position the double articulating headrest:

1. While facing the back of the headrest, fully depress the release mechanism (*FIGURE 18*).



*FIGURE 18. DEPRESS THE RELEASE MECHANISM*

2. Keep the release mechanism depressed and tilt the headrest until the desired position is reached.
3. Release the mechanism to lock the headrest in place.

**NOTE:** The use of disposable headrest covers is recommended to prevent soiling of the headrest. These covers may be purchased through a local dental supplier.

## MANUAL CHAIR POSITIONING

**⚠ WARNING** To prevent possible injury caused by accidental operation, do not leave young children unattended.

Manual positioning of the chair is accomplished by using the touchpad controls located on each side of the chair back, the foot control, or the delivery unit touchpad control (FIGURE 19).

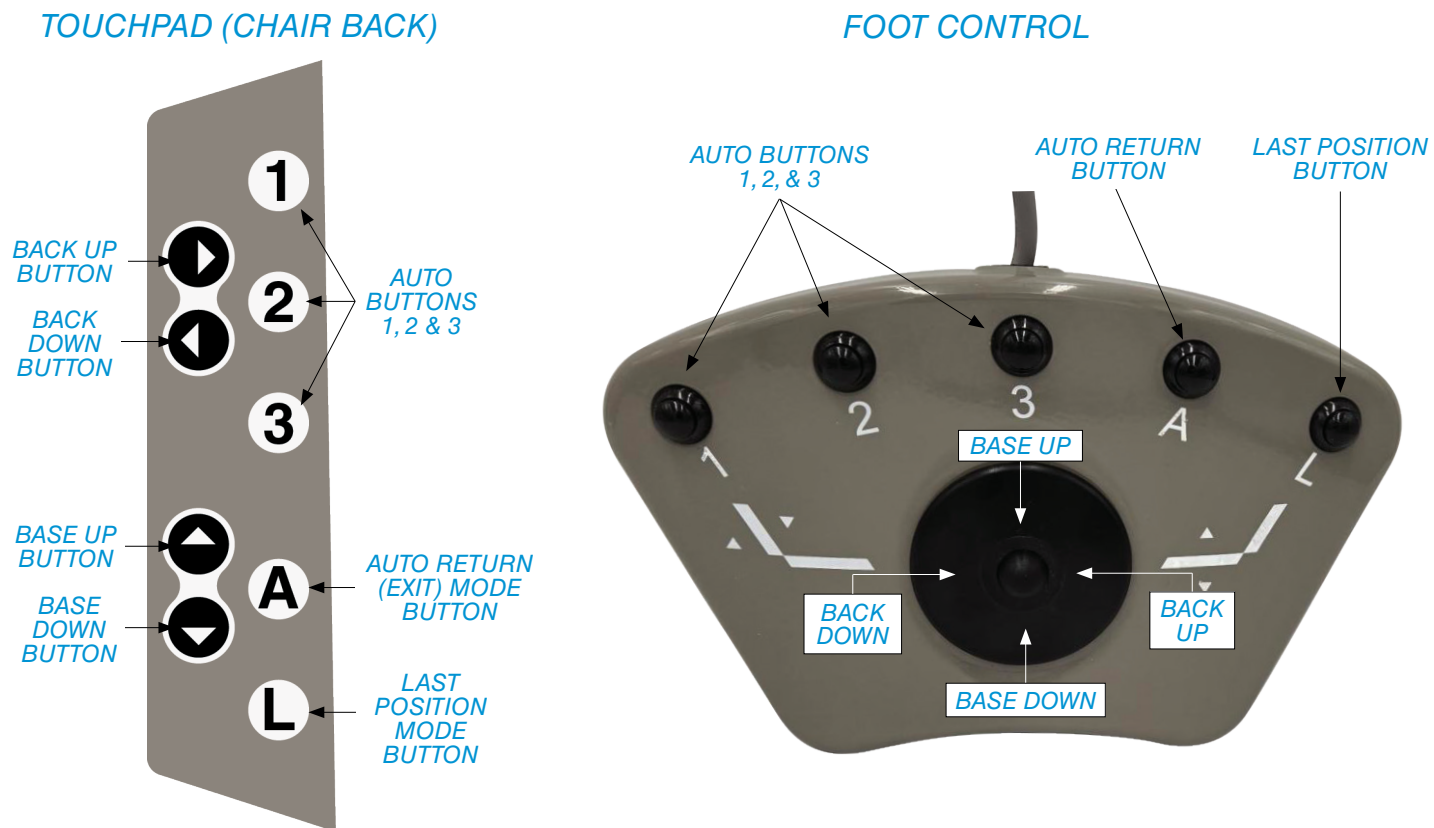


FIGURE 19. CHAIR TOUCHPAD CONTROL AND FOOT CONTROL

To operate these controls:

1. Select the direction of travel: base up, base down, back up, or back down.
2. Depress and hold the corresponding button to move chair to factory-set travel limit.

**NOTE:** The chair will continue running until the directional button is released.

### AUTOMATIC CHAIR POSITIONING

#### PROGRAMMING AUTO POSITIONS

The chair standard controls are capable of executing three auto preset positions, an auto return (exit) mode, and a last position mode.

To establish the auto preset position, perform the following steps:

1. Situate the chair in the desired auto position.
2. Press and hold the desired preset button (**1**, **2** or **3**). A single chime occurs with the press, then another chime occurs after four 4 seconds, acknowledging the new position.
3. Repeat steps 1 and 2 to program the other two positions.

Auto return mode: This mode situates the patient into an optimal exit position. Follow steps 1 through 3 above to program this position.

Last position mode: The chair returns to the last position after one mechanical movement.

#### ACTIVATE AUTO POSITIONS

1. Depress the **1**, **2**, **3**, **A** or **L** button once on the touchpad control (side of chair back), foot control or the unit touch pad control.
2. A single chime will sound. The chair will automatically stop in the programmed position selected, followed by a double chime.

**NOTE:** *Pressing any button on a chair control module while the chair is moving to a programmed position will immediately stop the movement of the chair, and three short beeps will sound. To continue and complete the automatic positioning of the chair, simply press the desired position button a second time.*

#### REPROGRAMMING AUTO POSITIONS

To change a programmed position, simply maneuver the chair to the desired position and follow the [PROGRAMMING AUTO POSITIONS](#) instructions described in this section.

**NOTE:** *Reprogramming a new auto position erases the old position.*

## PROGRAMMING CHAIR TRAVEL LIMITS

An LED display is located on the upper cantilever cover of the chair. This display indicates Power, Service and Run modes (FIGURE 20).

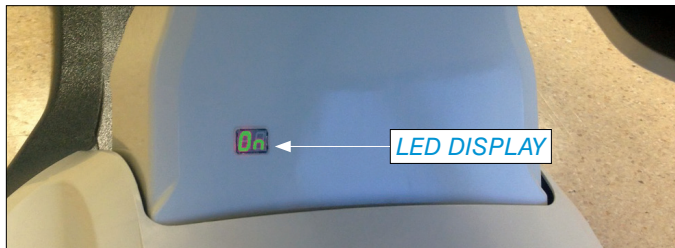


FIGURE 20. LED DISPLAY ON CHAIR COVER

### LOWER LIMITS

1. Press **2** and **3** on the chair mounted touchpad for five (5) seconds. The chair will chime and the display will show **LL** (lower limit).
2. Lower the base and back to its lowest position (limit switches will be engaged).
3. Raise the chair base and back to the lowest desired height. (Ensure that the limit switches are not engaged.)
4. Press **1** on the chair mounted touchpad for four (4) seconds.
5. A chime will confirm lower limits have been set correctly.

### SEGMENT DISPLAY CODES

<b>On</b>	= Power ON
<b>LL</b>	= Lower Limit Programming
<b>1</b>	= Preset #1 Engaged
<b>2</b>	= Preset #2 Engaged
<b>3</b>	= Preset #3 Engaged
<b>A</b>	= Auto Return Engaged
<b>L</b>	= Last Position Engaged
<b>10</b>	= Base Up Safety Circuit
<b>20</b>	= Back Up Safety Circuit
<b>SS</b>	= Base Down Safety Circuit
<b>PI</b>	= Base Sensor Error
<b>P2</b>	= Back Sensor Error
<b>EE</b>	= Keypress Error

**HYDRAULIC CONTROL VALVE SPEED ADJUSTMENT**

**⚠️ WARNING** WEAR SAFETY GLASSES while adjusting the valve. Flow control valves should not be turned out farther than the top of their heads being even with the valve body surface. Adjustment of the flow control valves beyond the valve body surface may result in oil leakage with uncontrolled motion of the chair and the possibility of a valve being ejected from the valve body.

**TOOLS REQUIRED**

- Phillips-head Screwdriver
- Flathead Screwdriver
- Safety Glasses

**TO ADJUST SPEED**

1. Raise the chair base to its full UP position.
2. Take off the base (pump) cover by removing and retaining the four Phillips-head screws that attach it to the base plate.

**NOTE:** Adjustable flow control valves, located in the hydraulic control valve, are used to set the chair function speeds. The base and back cylinders are single acting cylinders. They have two flow control valves each (UP and DOWN) to control their speeds (FIGURE 21).

**NOTE:** Function times given are based on a 200-pound person sitting in the chair.

- a. Move the BASE up and down, adjusting the flow controls until it takes 12 seconds for the base to move either up or down the full travel.
- b. Move the BACK up and down, adjusting the flow controls until it takes 12 seconds for the back to move either up or down the full travel.

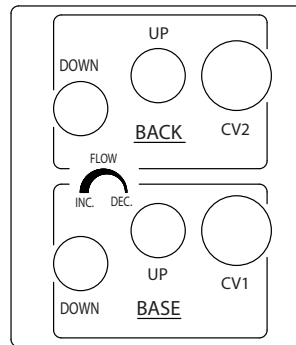
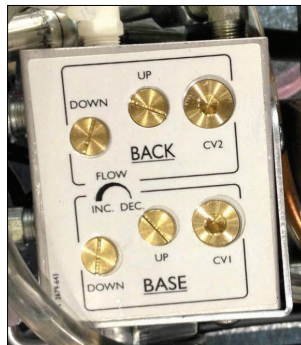


FIGURE 21. HYDRAULIC CONTROL VALVE

**NOTE:** With the flow adjustments closed all the way, the seat may not move at all until the valve is adjusted open a little.

**NOTE:** Check fluid level after adjustments. The fluid level in the reservoir can be seen through the sides of the reservoir and is serviced via a top fill cap.

## CLEANING

### OVERVIEW

**⚠️ WARNING**

Removal of the seat cushion assembly for servicing and/or cleaning exposes the piston and upper support structure. Operating the chair without seat cushion can be a potential hand entrapment hazard.

Improper cleaning and disinfection techniques could lead to cross-contamination; therefore, prior to each use, properly clean and disinfect the chair's exterior in accordance with normal dental procedures.

**⚠️ CAUTION**

Pay strict attention to all of the cleaning product manufacturer's warnings and cautions.

Cleaning agents, other than household bleach or rubbing alcohol, may contain harsh or unknown solvents. These other cleaning agents are also subject to formula changes being made by the manufacturer without notice.

**NOTICE**

The upholstery cleaning and disinfecting information contained in this section is not a guarantee, but represents highly recommended procedures obtained from the upholstery manufacturers.

Before attempting to clean or disinfect the chair, please read the following instructions carefully.

Since any cleaning product may be harmful or irritating:

- Use protective gloves and eye protection in a well ventilated area.
- Do not inhale or swallow any cleaning product.
- Protect surrounding surfaces and clothing from exposure.

When using strong cleaning agents, such as bleach or alcohol, it is advisable to first test them in an inconspicuous area to be certain they will not damage the upholstery, plastic or metal surfaces of the chair.

**NOTE:** Results may vary under actual conditions.

### CHAIR UPHOLSTERY

1. To remove light soil:
  - Prepare a solution comprised of one part neutral detergent (household dishwashing liquid) and nine (9) parts warm water.
  - Apply the liquid solution to the upholstery using a sponge or soft, damp cloth.
  - If necessary, a soft bristle brush may be used. Using a soft cloth dampened in clean water, wipe away any residue and dry.

### CLEANING (CONTINUED)

2. To remove stains using bleach:

- Prepare a solution comprised of one (1) part household bleach (sodium hypochlorite) and nine (9) parts water.
- Apply the bleach solution to the stain using a dampened, soft, white cloth.
- Allow the bleach solution to puddle on the affected area, or apply a bleach solution-soaked cloth to the area for approximately 30 minutes.
- Using a soft cloth dampened in plain water, rinse the treated area thoroughly to remove any bleach residue.

3. To remove stains using alcohol:

- Dampen a soft, white cloth with rubbing alcohol and rub the stain gently.
- Using a soft cloth dampened in clean water, rinse the treated area thoroughly to remove any alcohol residue and pat dry.

4. To restore luster:

- Apply a light coat of spray furniture wax containing lemon.
- Wait 30 seconds and lightly buff the surface using a clean, white cloth.

### PLASTIC AND COATED METAL SURFACES



- **NEVER** use abrasives or petroleum-based cleaners on any plastic or coated metal surfaces unless otherwise specified.
- **DO NO USE** alcohol-based disinfectants on plastic surfaces.

1. To remove ordinary dirt:

- Prepare a soapy solution comprised of neutral detergent (household dish washing liquid) and water.
- Using a soft cloth or sponge, apply this soapy solution to the plastic and coated metal surfaces.
- NOTE: To remove heavier dirt, apply Formula 409® or Fantastik® Spray Cleaner.
- Wipe area dry immediately using a soft cloth.

2. To remove stubborn stains:

- Apply a mild abrasive such as toothpaste or liquid tooth polish using a soft, white cloth.
- Using a chamois or moist sponge, remove all traces of the mild abrasive.
- Dry the area thoroughly to prevent marking.

*Formula 409 is a registered trademark of the Clorox Company. Fantastik Spray Cleaner is a registered trademark of the Texize Division of Dow Products, Inc.*

## CLEANING (CONTINUED)

### METAL SURFACES AND CHROME PARTS

For ordinary dirt, fingerprints, etc., use a non-abrasive, all-purpose cleaner.

## DISINFECTING

### UPHOLSTERY

The chair's upholstery is comprised of material from the following manufacturers:

#### **Naugahyde® Beauty Gard® from Uniroyal**

Naugahyde brand fabrics, Spirit II and Neochrome II with Advanced Beauty Gard contains an agent to protect it against bacterial and fungal microorganisms. This product has been formulated to achieve a superior level of disinfectability with disinfectant products containing sodium hypochlorite (common household bleach) diluted 1:10.

*Naugahyde and Beauty Gard are registered trademarks of Uniroyal Engineered Products, Inc.*

#### **Ultraleather® from Ultrafabrics®**

- Disinfect with a 5:1 non-chlorinated bleach solution.
- Potentially toxic aftercare not required.

*Ultraleather is a registered trademark of Ultrafabrics, Inc.*

### ALL OTHER CHAIR SURFACES

#### **CaviCide™ from Metrex™ Research**

CaviCide is recommended for disinfecting all other surfaces of the chair. The use of any disinfectant other than CaviCide may cause premature staining, discoloration or damage to the chair's materials.

*CaviCide is a trademark of Metrex Research, LLC.*

# SECTION VI - USER SERVICE INFORMATION



## SERVICE INSTRUCTION

### EXPECTED SERVICE LIFE

With proper maintenance and service, Forest products are designed for a defined “service life” under normal use (based on approximately 50 patients per week) of five (5) years from the date of manufacture, with the exception of serviceable components. Some components may become obsolete due to changes in technology or due to product improvements and may necessitate product updates or upgrades. At the end of the defined service life, all products require examination by a Trained Service Technician prior to continued use. Following this, additional examinations are required every five (5) years.

- NOTICE**
- A Trained Service Technician is a person with comprehensive understanding of dental equipment operation, maintenance and repair.
  - By initiating the first use of the Equipment, you the User acknowledge and agree upon the entire contents of this User Manual, including but not limited to the TERMS OF USE set forth on page 41 and the PRIVACY POLICY set forth on page 36. Please review this User Manual in its entirety before beginning such use.

If the area of concern is not addressed in this manual, contact DENTALEZ customer service at 866-DTE-INFO. (See [LIMITED WARRANTY](#).)

Please have the following product information available. Information may be found on the product label on the chair backrest ([FIGURE 22](#)):

Serial Number: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

Dealer: \_\_\_\_\_

## DISPOSAL OF EQUIPMENT

### DISPOSAL AND DECOMMISSIONING OF DENTALEZ PRODUCTS

- NOTE:** All local regulatory requirements for disposal and decommissioning of equipment apply.
- ELECTRICAL SALVAGE:** Remove all circuit board and electrical cabling for recycle as electrical salvage.
  - METAL SALVAGE:** Remove all aluminum and steel components for recycle as metal salvage.
  - PLASTIC SALVAGE:** Remove all plastic components for recycle as plastic salvage.
  - BIOLOGICALLY CONTAMINATED SALVAGE:** Cuspidor, waste lines from the cuspidor, and the oral extraction lines should be handled with precaution and disposed of appropriately.
  - NON-SALVAGE COMPONENTS:** All other material unsuitable for recycling should be disposed of properly.

For specific questions regarding material type, contact DENTALEZ customer service. For decommissioning information on associated equipment from other manufacturers, refer to the documentation from the manufacturer.



FIGURE 22. PRODUCT LABEL ON BACKREST OF CHAIR

## REPLACEMENT PARTS

## HYDRAULIC

<b>Part/Kit Name</b>	<b>Part/Kit No.</b>
Pump (115V AC)	3802-451
Valve (115V AC)	3802-434
Fluid Reservoir Assembly	3802-455
Base Cylinder	3802-456
Back Cylinder	3802-457
Hose (Pump to Valve)	3802-458
Hose (Valve to Base)	3802-459
Hose (Valve to Back)	3802-460
Base and Back Cylinder 1/4" Vent Tubing	3801-418
Pump and Reservoir 3/8" Tubing	3801-417
Hydraulic Oil (One Pint)	3801-549

## ELECTRICAL

<b>Part/Kit Name</b>	<b>Part/Kit No.</b>
Master Circuit Board (115V AC)	3802-637X
Main Wiring Harness	3802-621
Position Sensor	3802-622
Power Cord (115V AC)	3802-430
Pump Motor Capacitor (115V AC)	3801-897
Limit Switch (All)	3801-431
Touchpad Control Wiring (Switch to Switch)	3802-440
LED Display/Harness/Bracket	3802-501

## MECHANICAL

<b>Part/Kit Name</b>	<b>Part/Kit No.</b>
Spring	3802-461
Armrest Assembly, RH (No Cushion)	3802-701
Armrest Assembly, LH (No Cushion)	3802-702
Armrest Lock Hardware	3802-582
Brake Handle	3802-465

## CONTROLS

<b>Part/Kit Name</b>	<b>Part/Kit No.</b>
Touchpad Switch, RH	3802-423
Touchpad Switch, LH	3802-441
Touchpad Circuit Board	3802-424
Wired Foot Switch	3680-500

## EXTERIOR COMPONENTS

<b>Part/Kit Name</b>	<b>Part/Kit No.</b>
Pump Cover	3802-442
Cantilever Bottom Cover	3802-443
Cantilever Top Cover	3802-444
Cantilever Pivot Cover	3802-445
Brake Cover	3802-446
Spring Cover, RH	3802-698
Spring Cover, LH	3802-699
Left/Right Arm Plug	3802-449

## UPHOLSTERY

<b>Part/Kit Name</b>	<b>Part/Kit No.</b>
Seamless Seat Cushion	3802-466
Seamless Back Cushion	3802-467
Headrest Cushion	3801-612
Padded Armrest Cushion	3802-497
Back Substrate Blind Grip Fasteners	3801-742

## 5400 DENTAL CHAIR

DENTALEZ® and its employees are proud of the products we provide to the dental community. We stand behind these products with a warranty against defects in material and workmanship as provided below.

In the event that you experience difficulty with the application or operation of any of our products, please contact our technical service department at our expense at (866) DTE-INFO.

If we cannot resolve the issue by telephone, we will arrange for a representative to contact you or suggest that the product be repaired by a dealer service technician.

If product return or repair is required, we will provide you with a **Return Authorization** number and shipping instructions to return the product to the proper facility. If the product is under warranty, we will ask you to provide proof of purchase such as a copy of your invoice. Please be sure to include the **Return Authorization** number on the package you are returning. **Products returned without a return authorization number cannot be repaired.**

Freight costs for product returns are the responsibility of the customer. Products under warranty will be repaired or replaced, at our sole discretion, and returned at our expense. Products outside the warranty limits will be repaired and returned with costs invoiced to the customer. We are not responsible for shipping damages. We will, however, help you file a claim with the freight carrier. Written repair estimates are available.

DENTALEZ warrants all equipment and parts to be free of defects in material and workmanship, under normal usage under the following terms:

DENTALEZ 5400 Dental Chair	Limited Warranty Period*
<ul style="list-style-type: none"> <li>▪ Structures: Base Plate, Castings, Chair Seat &amp; Back</li> <li>▪ Hydraulic System: Cylinders, Solenoid Valves &amp; Pump</li> <li>▪ Electronics: Master Circuit Board &amp; Foot Control Circuit Board, Chair Control</li> </ul>	5 Years from date of installation
<ul style="list-style-type: none"> <li>▪ Chair Upholstery</li> </ul>	1 Year from date of installation

Please note the following additional terms of our warranty and return policy:

- This warranty covers manufacturing defects only and does not cover defects resulting from abuse, accidents, misuse, improper handling, cleaning, care or maintenance. Damage resulting from the use of chemicals, cleaners, disinfectants or sterilization is not covered under this warranty nor is normal wear and tear. Failure to follow or observe our operating/use, maintenance and/or installation instructions voids this warranty as does the use of non-authorized parts and repairs made by an unauthorized repair facility.
- Liability is limited to repair or replacement of the defective part(s) or products at our sole discretion. All other liabilities, in particular liability for damages, including, without limitation, special, exemplary, consequential or incidental damages are excluded.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE, REPRESENTATIVE OR DEALER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR TO GRANT ANY OTHER WARRANTY.

### WARRANTY REPAIRS

Parts repaired or replaced on a product that is in warranty will be warranted for the duration of that product's original warranty.

PRODUCT RETURN: Opened products or product returns more than a year old cannot be returned for credit. There will be a 15% (\$25.00 minimum) restocking charge on all items authorized for return.

### NOTES:

\*See individual Product Manuals for complete warranty details. Provided conditions defined in instruction manual are met.

## DENTALEZ EQUIPMENT PRIVACY POLICY

Effective Date: November 1, 2023.

- 1. Introduction and Overview.** This Privacy Policy describes how DentalEZ, Inc. its subsidiaries and affiliates (collectively “DentalEZ,” “we,” “our,” or “us”) collects, uses, and shares information about you as well as your rights and choices.

This Privacy Policy applies to your use of the DentalEZ equipment containing the Aeras platform, or similar “smart technology” in such dental or medical equipment and any online service location that posts a link to this Privacy Policy, and all features, content, and other services that we own, control, and make available through such online service location (collectively, the “Service”). By using the Service or our DentalEZ smart equipment, you agree to our Terms of Use (“Terms”) and consent to our collection, use and disclosure practices, and other activities as described in this Privacy Policy and the Terms. If you do not agree and consent, discontinue use of the Service and our equipment. If you have any questions or wish to exercise your rights and choices, please contact us as set out in the “Contact Us” section below.

- 2. Information Collection.**

- A. Information You Provide.*

We collect information when you use the Service and our DentalEZ smart technology in your dental or medical equipment, including information you provide when you register an account for the Service, update your profile, access our content, test or use equipment, participate in a DentalEZ sweepstakes, contest, survey, special or promotion (“Promotion”), contact DentalEZ customer support or apply for a job with DentalEZ. We may use Service Providers (defined below) to collect information.

You represent and warrant that you will only provide information and use the Service acting as an employee, owner, director, officer, or contractor of a company, partnership, sole proprietorship, nonprofit or other legal entity (a “Customer”), and that your communications and transactions with DentalEZ occur solely within the context of DentalEZ providing the Service or equipment to the Customer that you represent.

Information we and our Service Providers on our behalf collect includes the following:

- **Contact Data**, including your first and last name, email address, office address, phone number, organization name, dental profession and role.
- **Account Credentials**, including your username, password, and information for authentication and account access.

You may choose to voluntarily submit other information to us through the Service that we do not request, and, in such instances, you are solely responsible for such information, and we may immediately delete such information, without liability to you.

- B. Information Collected Automatically.*

In addition, we automatically collect information when you use the Service. Information we automatically collect includes the following:

- **Service Use Data**, including data about the features you use, the pages you visit, the emails and advertisements you view, the products you purchase, the time of day you browse, and your referring and exiting pages.
- **Device Connectivity and Configuration Data**, including data about the type of device or browser you use, your device’s operating software, your internet service provider, your device’s regional and language settings, and device identifiers such as IP address, MAC address, and Ad Id (e.g., IDFA or AAID).
- **Location Data**, including imprecise location data (such as location derived from an IP address, equipment sensor or data that indicates a city or postal code level) and, with your consent, precise location data (such as latitude/longitude data).

- **Equipment Usage and Performance Data**, including performance data collected from sensors connected to the DentalEZ smart technology in your dental or medical equipment, including but not limited to when the equipment is used and for how long, what equipment functions are being used, how the equipment is running, power surges, tank pressure, voltage, oil or water level, maintenance alert, service history, pump intake, runtime and vacuum efficiency, and other kinds of equipment performance data.

We use various tracking technologies to automatically collect information and other data, including the following:

- **Log Files**, which are files that record events that occur in connection with your use of the Service.
- **Cookies**, which are small data files stored on your device that act as a unique tag to identify your browser. We use two types of cookies: session cookies and persistent cookies. Session cookies make it easier for you to navigate our website and expire when you close your browser. Persistent cookies help with personalizing your experience, remembering your preferences, and supporting security features. Additionally, persistent cookies allow us to bring you advertising both on and off the Service. Persistent cookies may remain on your device for extended periods of time, and generally may be controlled through your browser settings.
- **Pixels** (also known as web beacons), which is code embedded in a website, video, email, or advertisement that sends information about your use to a server. There are various types of pixels, including image pixels (which are small graphic images) and JavaScript pixels (which contains JavaScript code). When you access a website, video, email, or advertisement that contains a pixel, the pixel may permit us or a third party to drop or read cookies on your browser. Pixels are used in combination with cookies to track activity by a particular browser on a particular device. We may incorporate pixels from other parties that allow us to track our conversions, bring you advertising both on and off the Service, and provide you with additional functionality, such as the ability to connect our Service with your social media account.
- **Location-Identifying Technologies**, which are technologies used to collect your location. For example, GPS, WiFi, and Bluetooth may be used to collect precise location data. Location data may be used for purposes such as verifying your device's location.

Some information about your use of the Service and other parties' services may be collected using tracking technologies across time and services and used by us and other parties for purposes such as to associate different devices you use, and deliver relevant ads and/or other content to you on the Service and other services.

For further information on tracking technologies and your rights and choices regarding them, see the "Your Rights and Choices" section below.

*C. Information from Other Sources.*

We also collect information from other sources. To the extent we combine third party sourced information with information we have collected through the Service, we will treat the combined information in accordance with the practices described in this Privacy Policy, plus any additional restrictions imposed by the source of the data. These sources vary over time, but have included:

- **Dealers and/or Service Providers** that sell or provide our equipment to dental offices and you on behalf of your employer.
- **Publicly available sources**, including data in the public domain.

**3. Use of Information.**

We use information we collect for legitimate business purposes in accordance with the practices described in this Privacy Policy, including to:

- Manage our Service, including registration of your account, provision of access to product literature, and provision of dental equipment with smart technology to manage and monitor the equipment.
- Perform services requested by you, such as scheduling equipment testing and repairs.
- Respond to your comments, questions, requests, and provide customer service.

- Send you technical notices, updates, security alerts, information regarding changes to our policies, and administrative messages.
- Prevent and address fraud, breach of policies or terms, and threats or harm.
- Monitor and analyze trends, usage, activities and failure analysis.
- For research and analysis purposes, including to improve the Service and other DentalEZ websites, marketing efforts, products, equipment and services, and to develop and create new products, equipment and services.
- Develop and send you direct marketing, including advertisements and communications about our and other party's such as our dealers' products, offers, promotions, events, and services.
- Fulfill any other purpose disclosed to you or with your consent.

We may use information we collect to create data and data sets that are not identifiable to you or any individual by aggregating data and/or de-identifying data ("Aggregated Data"). We may use Aggregated Data for any purpose except as prohibited by applicable law. For more information on your rights and choices regarding how we use information about you, please see the "Your Rights and Choices" section below.

## 1. Sharing of Information.

We share information we collect, including as follows:

- **Service Providers.** We share information with our agents, vendors, dealers, and various other service providers (collectively "Service Providers") in connection with their work on our behalf. Service Providers assist us with services such as payment processing, data analytics, marketing and advertising, website hosting, and technical support to DentalEZ and to you. Service Providers are prohibited from using information about you for any purpose other than to provide this assistance, although we may permit them to use information that does not identify you (including information that has been aggregated or de-identified and equipment performance data) for any purpose except as prohibited by applicable law.
- **Dealers.** We share information with dealers who sell dental or medical equipment and our products, including to enable Dealers to manage and honor Customer equipment warranties, provide repair services to our Customers, and to advertise their services to you.
- **Affiliates.** We may share information with our related entities including our affiliates and related companies. Our Affiliates may use this information to help us provide our Services and equipment and for their own business purposes. For example, we share information with our affiliates who help us manufacture and distribute the DentalEZ smart technology in dental or medical equipment. Our affiliates may also use the information to develop or enhance their own products and services and to promote their own products and services to you.
- **Business Partners.** We may enter into relationships with third party business partners where we license or otherwise disclose data to them to use for their own business purposes. For example, we may license data regarding equipment performance, wear and maintenance to third party equipment manufacturers.
- **Merger or Acquisition.** We may share information in connection with, or during negotiations of, any proposed or actual merger, purchase, sale or any other type of acquisition or business combination of all or any portion of our assets, or transfer of all or a portion of our business to another business.
- **Security and Compelled Disclosure.** We may share information to comply with the law or other legal process, and where required, in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. We also share information in accordance with the applicable laws in order to protect the rights, property, life, health, security and safety of DentalEZ, DentalEZ personnel, the Service or any third party.
- **Consent.** We may share information to fulfill any other purpose disclosed to you or with your consent.

Notwithstanding the above, we may share information that does not identify you (including information that has been aggregated or de-identified and equipment performance data) with third parties except as prohibited by applicable law. For information on your rights and choices regarding how we share information about you, please see the "Your Rights and Choices" section below.

## 2. Your Rights and Choices.

### A. Account Information.

You may access or update certain information that you have provided to us through your account by visiting your account settings or sending an email to the email address set out in the “Contact Us” section below or by contacting your dealer directly. We may require additional information from you to allow us to confirm your identity. Please note that we will retain and use information about you as necessary to provide the Service, comply with our legal obligations, resolve disputes, and enforce our agreements.

### B. Tracking Technology Choices.

- **Cookies and Pixels.** Most browsers accept cookies by default. You can instruct your browser, by changing its settings, to decline or delete cookies. If you use multiple browsers on your device, you will need to instruct each browser separately. Your ability to limit cookies is subject to your browser settings and limitations.
- **Do Not Track.** Your browser settings may allow you to automatically transmit a “Do Not Track” signal to online services you visit. Note, however, there is no industry consensus as to what site operators should do with regard to these signals. Accordingly, unless and until the law is interpreted to require us to do so, we do not monitor or take action with respect to “Do Not Track” signals or other mechanisms. For more information on “Do Not Track,” visit <http://www.allaboutdnt.com>.

Please be aware that if you disable or remove tracking technologies some parts of the Service may not function correctly.

### C. Analytics.

Our Service contains tracking technologies owned and operated by other parties. For example, we use tracking technologies from analytics providers to help us analyze your use of the Service, compile statistic reports on the Service’s activity, and provide us with other services relating to Service activity and internet usage.

### D. Communications.

- **E-mails.** By registering for an account to use the Service, it is implied that you consent to us sending emails to you about the Service, the status of your account and information about your equipment. As such, we may send emails to the email address you provide for transactional and promotional purposes in regard to the Service, the status of your account and your equipment. You can opt-out of receiving certain promotional emails from us at any time by following the instructions as provided in emails to click on the unsubscribe link or emailing us at the email address set out in the “Contact Us” section below with the word UNSUBSCRIBE in the subject field of the email. Please note that you cannot optout of non-promotional emails, such as those about your account, transactions, servicing, or DentalEZ’s ongoing business relations.
- **Text Messages.** You can opt-out of receiving text messages to your phone number at any time by (i) for text messages, texting “STOP” in response to any text message you receive from us or contacting us as set out in the “Contact Us” section below and specifying you want to opt-out of text messages; and (ii) for calls, requesting opt-out during any call you receive from us or contacting us as set out in the “Contact Us” section below and specifying you want to opt-out of calls.

Please note that your opt-out is limited to the email address, phone number and device used and will not affect subsequent subscriptions.

## 3. Your California Privacy Rights.

Under California Civil Code Section 1798.83, also known as California’s “Shine the Light” law, California residents with whom we have an established business relationship are entitled to request and receive, free of charge, once per calendar year, information about certain personal information we shared, if any, with other businesses for their own direct marketing uses in the previous calendar year. To request a copy, please contact us as set out in the “Contact Us” section below. Requests must include “California Privacy Rights Request” in the first line of the description and include your name, street address, city, state, and ZIP code. Please be aware that not all information sharing is covered by the “Shine the Light” law requirements and only information on covered sharing will be included in our response.

**1. Your Canadian Privacy Rights.**

If you are a resident of Canada, you may be entitled to additional rights regarding your personal information, including: (i) the right to withdraw consent to processing of your personal information where consent is the basis of processing; (ii) the right to access your personal information and certain other supplementary information, under certain conditions; (iii) the right to challenge improper processing of your personal information, under certain conditions; (iv) the right to demand that we restrict the use or disclosure of your personal information, under certain conditions, if you believe we have exceeded the legitimate basis for such use or disclosure, use or disclosure is no longer necessary, or believe your personal information is inaccurate; and (v) the right to lodge a complaint with applicable Canadian data protection authorities. If you want to learn more about your rights under Canadian law or our privacy practices, you may contact our Privacy Officer (see the “Contact Us” section below).

**2. Children.**

The Service is intended for a general audience and not directed to children under eighteen (18) years of age. DentalEZ does not knowingly collect personal information of children under the age of thirteen (13). If you are a parent or guardian and believe DentalEZ has collected such information in a manner not permitted by law, please contact us as set out in the “Contact Us” section below, and we will remove such data to the extent required by law.

**3. Data Security.**

We implement and maintain reasonable administrative, physical, and technical security safeguards to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. Nevertheless, transmission via the internet is not completely secure and we cannot guarantee the security of information about you that is transmitted over the internet.

**4. International Transfer.**

We are based in the U.S. and the information we collect is stored and processed in the U.S. and is therefore subject to U.S. law. If you are accessing the Service from outside of the U.S., please be aware that information collected through the Service may be transferred to, processed, stored, and used in the U.S. Data protection laws in the U.S. and other jurisdictions may be different from those of your country of residence. Your use of the Service or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing, and storage of information about you in the U.S. and other jurisdictions as set out in this Privacy Policy

**5. Changes to this Privacy Policy.**

We reserve the right to revise and reissue this Privacy Policy at any time. Any changes will be effective immediately upon posting of the revised Privacy Policy. Your continued use of our Service indicates your consent to the Privacy Policy then posted. If the changes are material, we may provide you additional notice to your email address.

**6. Contact Us.**

If you have any questions or comments about this Privacy Policy, our data practices, or our compliance with applicable law, please contact us:

*By email:*

DentalEZIOT@DentalEZ.com

*By mail:*

Attention: Privacy Officer  
310 Lindenwood Drive, Suite 100  
Malvern, PA 19355

## DENTALEZ TERMS OF USE FOR EQUIPMENT WITH SMART TECHNOLOGY

Effective Date: January 1, 2025.

### 1. Introduction and Overview.

These Terms of Use (“Online Terms”) set forth a legally binding agreement between DENTALEZ, Inc., DentalEZ Alabama, Inc., DTE Oregon, Inc., their subsidiaries and affiliates (collectively “DentalEZ”; “we,” “our,” or “us”) and the person or entity identified on the order form or other Service (as defined below) subscription purchase document (“Customer”). These Online Terms govern your access to and use of the DentalEZ “smart technology” contained in certain DentalEZ dental equipment as well as any service that posts a link to these Terms or integrates with certain DentalEZ smart technology contained in certain DentalEZ dental equipment that Customer may have purchased from us or through your local dealer, and all features, content, and other services that we own, control and make available through such online service (collectively, the “Service”).

You hereby represent and warrant that you will access and use the Service acting in your capacity as an employee, owner, director, officer, or contractor of a Customer, and that your communications and transactions with DentalEZ occur solely within the context of DentalEZ providing the Service to the Customer that you represent. As such, you hereby represent and warrant that you have the authority to bind such Customer to these Online Terms (in which case “you” or “your” will refer to you and such Customer). By initiating the first use of the Service, you the User acknowledge and agree upon the entire contents of these Online Terms.

In some instances, both these Online Terms and separate terms that we make available to you through the Service or through your local dealer will apply to your use of the Service (the “Additional Terms” and collectively, with the Online Terms, the “Terms”). To the extent there is a conflict between these Online Terms and any applicable Additional Terms, the Additional Terms will control unless they expressly state otherwise.

By accessing or using the Service, you agree to these Terms, and agree to our collection, use and disclosure practices, and other activities as described in our Privacy Policy, as amended from time to time (the “Privacy Policy”). If you do not agree to these Terms and our posted Privacy Policy, you must discontinue your use of the Service (and this is your sole remedy).

### 2. Service Use.

#### A. About the Service.

Subject to these Terms, the Service may enable you to register and create an Account (defined below), view certain data collected by the sensors in your DentalEZ smart technology enabled equipment, use the configuration manager software to manage your DentalEZ smart technology equipment settings, install software updates on your DentalEZ smart technology enabled equipment, manage access to the Service and communicate with DentalEZ regarding the use and operation of your DentalEZ smart technology enabled equipment. The Service is available at no charge for the first year from the date of the installation of the equipment. After the one-year period, the equipment manufacturer reserves the right to charge for the Service. You will have the option to turn off the Service at that time.

#### B. Content.

The Service contains: (i) materials and other items relating to DentalEZ and its products and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, software documentation, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Aeras; and (iii) other forms of intellectual property (all of the foregoing, collectively “Content”). All right, title, and interest in and to the Service and the Content, as well as all derivative works thereof, are owned by us or our licensors or service providers, and are protected by U.S., Canadian and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

#### C. Limited License.

Subject to your strict compliance with the Terms, DentalEZ grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, use, and play the Content on a

personal computer, browser, laptop, tablet, mobile phone, or other internet enabled device (each, a “Device”), in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be suspended or terminated for any reason, in DentalEZ’ sole discretion, and without advance notice or liability. Your unauthorized use of the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

#### *D. Accounts.*

Certain features of the Service may require you to register an account, including access to equipment performance data associated with your DentalEZ smart technology enabled equipment purchased directly from DentalEZ, a third-party equipment manufacturer or through your local dealer (“Account”). When registering an Account or using DentalEZ smart technology enabled equipment, you agree to: (i) provide true, accurate, current, and complete information; (ii) maintain and update this information to keep it true, accurate, current, and complete; (iii) protect your Account log-in credentials so as to prevent unauthorized access to your Account or equipment; (iv) not share your Account or log-in credentials with any third party or transfer your Account to any third party; and (v) immediately notify us of any suspected or actual unauthorized use of your Account, equipment or breach of security. Your right to access and use the Service is not transferable by you to any other third party. You are solely responsible for all activities that occur under your Account, whether or not you authorized the activity, and we are not liable for any loss or damage to you or any third party arising from your failure to comply with any of the foregoing obligations.

#### *E. Restrictions.*

You may not use the Service unless you are at least eighteen (18) years old and are fully able and competent to agree to and comply with the Terms (in their entirety). If you accept the Terms, you represent that you have the capacity to be bound by them.

You may not: (i) use the Service or Content for any political purpose; (ii) engage in any activity in connection with the Service or Content that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of your persona, invasive of someone else’s privacy, or otherwise objectionable to DentalEZ; (iii) harvest or scrape any information from the Service or Content; (iv) reverse engineer or modify the Service or Content; (v) interfere with the proper operation of or any security measure used by the Service or Content; (vi) infringe any intellectual property or other right of any third party; (vii) use the Service or Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (viii) otherwise violate the Terms including these Online Terms and any applicable Additional Terms.

You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the Service and Content.

#### *F. Availability.*

DentalEZ may suspend or terminate the availability of the Service and Content, in whole or in part, to any Account, individual user or all users, for any reason (including, a failure to pay Service subscription fees when due), in DentalEZ’ sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Service, or upon notice from DentalEZ, all rights granted to you under the Terms will cease immediately, and you agree that you will immediately discontinue use of the Service and Content.

#### *G. Reservation of Rights.*

All rights not expressly granted to you are reserved by DentalEZ and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Content or Service for any purpose is prohibited.

#### *H. Data*

The Service may enable the collection of data relating to Customer’s use of the Service and Equipment through sensors, the Service features described in Section 7 and information that is transmitted, uploaded and/or submitted to the Service by Customer and its employees, owners, directors, officers, and contractors, including usage information such as logins, button-presses, and maintenance history and records (“Customer Data”). As between DentalEZ and Customer, Customer is the owner of the Customer Data. Customer hereby grants DentalEZ a worldwide, nonexclusive, transferable, sublicensable, perpetual, irrevocable, fully paid up and royalty free right and license to use, reproduce, prepare derivative works of, distribute, perform, display, arrange, de-

identify, create Aggregated Data (as defined below) from, and otherwise exploit for DentalEZ' business purposes, any Customer Data, and to use the know-how and analytical results resulting therefrom in connection with the enhancement, improvement, and provision of Service and derivatives thereof, provided that DentalEZ shall disclose Customer Data that is identifiable to Customer or any individual only as permitted in our Privacy Policy.

You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. You waive any and all rights and claims in connection with our use of, or development of any product, content, or other materials using in whole or in part, Customer Data. You represent and warrant that you own or have the necessary rights, licenses, consents, and permissions to grant us the rights granted in this Section.

## *I. Aggregated Data.*

For the purposes of these Online Terms and the Privacy Policy: "Aggregated Data" means data, including data derived from Customer Data, that does not identify you (including information that has been manipulated, de-identified or combined to provide generalized or anonymous information).

As between the you and DentalEZ, DentalEZ owns all right, title and interest in and to Aggregated Data. DentalEZ may use or share Aggregated Data for any purpose including developing, providing, enhancing, and improving the Service, DentalEZ equipment and DentalEZ' other current and future online and offline products and services.

## **1. Submissions.**

When you submit any unsolicited ideas, feedback, opinions, techniques, images, sounds, videos, or other content to us through or relating to the Service ("Submissions"), you grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to host, store, use, display, reproduce, modify, adapt, edit, combine with other materials, publish, distribute, create derivative works from, promote, exhibit, broadcast, syndicate, sublicense (including, without limitation, to third party media channels, platforms, and distributors), publicly perform, publicly display, and otherwise use and exploit in any manner whatsoever, or grant third parties the right to do any of the foregoing, all or any portion of your Submissions, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You further irrevocably grant us the right, but not the obligation, to use your name in connection with your Submissions. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with any exercise of the granted rights.

You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to existing or future intellectual property rights relating to your Submissions. You waive any and all rights and claims in connection with our consideration, use, or development of any product, content, or other materials similar or identical to your Submission now or in the future.

You represent and warrant that you own or have the necessary rights, licenses, consents, and permissions to grant us the rights granted in this Section. You alone, though, retain whatever legally cognizable right, title, and interest that you have in your Submission and remain responsible for them.

## **2. Products.**

We do our best to describe every product or service offered on our Service as accurately as possible. However, we are human, and therefore we do not warrant that product specifications, pricing, or other content on the Service is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, DentalEZ shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other Account prior to our cancellation, we will issue a credit to your Account in the amount of the charge. Additional Terms may apply. If a product or service you purchased from DentalEZ is not as described, your sole remedy is to cancel the purchase and receive a credit for the purchase price.

For any purchases made through dealers or resellers, please contact their customer support. Their terms, conditions and policies, and not ours, apply and we do not handle returns or refund requests for purchases through those third-party platform providers.

## 1. Customer Support; Notice.

If you have any questions or comments, please send an e-mail to us at [DentalEZIOT@DentalEZ.com](mailto:DentalEZIOT@DentalEZ.com). You acknowledge that the provision of support is at DentalEZ' sole discretion and that we have no obligation to provide you with customer support of any kind. All legal notices to us must be mailed to: 301 Lindenwood Drive, Suite 100, Malvern Pennsylvania 19355. When you communicate with us electronically, you consent to receive communications from us electronically. 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.

## 2. Other Services.

Our Service contains content from and hyperlinks to websites, locations, platforms, and services operated and owned by other parties ("Other Services"). We may also integrate Other Services technologies into our Service and host our content on Other Services. These Other Services are not owned, controlled, or operated by us, and you acknowledge and agree that we are not responsible or liable for the information, content, products, technologies, or services on or available from such Other Services, or for the results to be obtained from using them. These Other Services are made available as a convenience only and are not part of the "Service" or subject to any of the warranties (whether express or implied) or other obligations with respect to Service hereunder. DentalEZ has no obligation to monitor or maintain Other Services and may disable or restrict access to any Other Services at any time without notice.

If you choose to access, transact with, or otherwise interact with any such Other Services, you do so at your own risk. Your access to and use of any Other Services is solely determined by the relevant third-party provider and may be subject to such additional terms and conditions applicable to such Other Services. You are solely responsible for maintaining appropriate accounts in good standing with the Other Services providers. Aeras will have no liability or other obligation to you for such Other Services or your content or data exported to Other Services, including but not limited to any unavailability of any Other Services, or any third-party provider's decision to discontinue, suspend or terminate any Other Services.

In addition, by using or enabling any Other Services, you are expressly permitting DentalEZ to disclose your content, data or other information to the extent necessary for the Service to interoperate with, or for you to utilize, the Other Services. We are not responsible for any disclosure, modification or deletion of your content, data or other information resulting from access by, or transmission to, any Other Service. For more information on Other Services, see our Privacy Policy.

## 3. Service Features.

### A. *Wireless Features.*

The Service may offer features that are available to you via your wireless Device including the ability to access the Service's features and upload content to the Service (collectively, "Wireless Features"). By using the Service, you agree that DentalEZ may collect information related to your use of the Wireless Features as described in our Privacy Policy, and may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. Data rates and other carrier fees may apply.

### B. *Location-Based Features.*

If you have location-based features on your wireless Device, you acknowledge that your Device location will be tracked and shared consistent with the Privacy Policy. You can terminate location tracking by us by adjusting the permissions in your Device. Location-based features are used at your own risk and location data may not be accurate.

### C. *Communications.*

- (i) E-mails: By registering for an Account, it is implied that you consent to us sending you emails about the Service and the status of your Account. As such, we may send emails to the email address you provide for transactional and promotional purposes in regard to the Service and the status of your Account. You have the right to opt-out of receiving certain promotional e-mails about the Service or your Account from us at any time by following the instructions as provided in e-mails to click on the unsubscribe link or contacting us at

DentalEZIOT@DentalEZ.com with the word UNSUBSCRIBE in the subject field of the e-mail. We will unsubscribe your email from promotional e-mails sent by us within 10 business days of our receipt of your opt-out request. Your opt-out of promotional emails will not affect nonpromotional e-mails, such as those about your Account, transactions, servicing, or DentalEZ' ongoing business relations with you.

- (ii) Text Messages: We may send you reoccurring text messages to the phone number you provide for transactional and promotional purposes in regard to the Service, your Account or DentalEZ products and services. You understand that your consent is not required as a condition of purchase, and that you can opt-out of receiving certain promotional text messages from us at any time by:
- for text messages, texting "STOP" in response to any text message you receive from us or contacting us at DentalEZIOT@DentalEZ.com and specifying you want to opt-out of text messages; and
  - for calls, requesting opt-out during any call you receive from us or contacting us at DentalEZIOT@DentalEZ.com and specifying you want to opt-out of calls. For text messages, you can also text "HELP" at any time for more information. We will unsubscribe your phone number from reoccurring texts messages from us within 10 business days of our receipt of your opt-out request. You understand that you may receive a text message confirming any opt-out by you. Standard message, data, and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Not all phone and/or carriers are supported. Contact your carrier for further details.

Please note that any opt-out by you is limited to the e-mail address, phone number and device used and will not affect subsequent subscriptions.

#### 4. Agreement to Arbitrate and Choice of Law.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

##### A. *We Both Agree to Arbitrate.*

You and DentalEZ agree to resolve any claims relating to these Terms through final and binding arbitration, except to the extent you have in any manner violated or threatened to violate DentalEZ' intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances DentalEZ may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Service, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described herein.

##### B. *What is Arbitration.*

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

##### C. *Arbitration Procedures.*

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in this Terms will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or DentalEZ must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com).
- (2) Send three copies of the demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.
- (3) Send one copy of the demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. Arbitration under this agreement shall be held in the United States in Pennsylvania, under Pennsylvania law without regard to its conflict of laws provisions. If traveling to Pennsylvania is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and, in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

*D. Authority of Arbitrator.*

The arbitrator will decide the rights and liabilities, if any, of you and DentalEZ, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Aeras.

*E. Waiver of Class Actions.*

You waive any right to pursue an action on a class-wide basis against us and may only resolve disputes with us on an individual basis and may not bring a claim against us as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

*F. Waiver of Jury Trial.*

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE TERMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THEY MAY HAVE (INCLUDING ANY CONSTITUTIONAL AND STATUTORY RIGHTS) TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes arising in connection with these Terms shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court. In the event any litigation should arise between you and DentalEZ in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND DENTALEZ WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge alone.

YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

*G. Choice of Law/Forum Selection.*

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the State of Pennsylvania, excluding its conflict of law rules. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in Pennsylvania.

**1. Disclaimer of Representations and Warranties.**

YOUR USE OF THE SERVICE AND ALL CONTENT FORMING PART OF OR RELATED TO THE SERVICE INCLUDING ANY OTHER SERVICES, ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SERVICE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER DENTALEZ NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "DENTALEZ PARTIES") MAKE, AND THE DENTALEZ PARTIES EXPRESSLY DISCLAIM, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER WITH RESPECT TO THE SERVICE, THE CONTENT OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING THE

IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, QUIET ENJOYMENT, FREEDOM FROM COMPUTER VIRUS AND THE RESULTS YOU MAY OBTAIN BY USING THE SERVICE. BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

**2. Limitations of Our Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE DENTALEZ PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, OR THE COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES (EVEN IF DENTALEZ PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICE, (B) THESE TERMS OR (C) YOUR MISUSE OF THE SERVICE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. IF UNDER ANY CIRCUMSTANCES THE AERAS PARTIES ARE FOUND LIABLE TO YOU OR ANY EMPLOYEE, OWNER, DIRECTOR, OFFICER, CONTRACTOR OR THIRD PARTY ACTING ON YOUR BEHALF AND IF THE DISCLAIMER OF DAMAGES HEREUNDER IS NOT ENFORCED FOR ANY REASON, THE DENTALEZ PARTIES' MAXIMUM AGGREGATE LIABILITY FROM ALL CLAIMS UNDER OR RELATED TO THESE TERMS IS LIMITED TO ONE HUNDRED DOLLARS (\$100). TO THE EXTENT ANY APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE DENTALEZ PARTIES' LIABILITY WILL BE LIMITED TO THE FURTHEST EXTENT PERMITTED BY LAW.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM AERAS INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

**3. Indemnification.**

You agree to defend, indemnify and hold harmless the DentalEZ Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following:

- (i) your breach or alleged breach of these Terms;
- (ii) your Submissions;
- (iii) your misuse of the Service;
- (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities;
- (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right;
- (vi) your use of Other Services; or
- (vii) any misrepresentation made by you. DentalEZ reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with DentalEZ' defense of any claim. You will not in any event settle any claim without the prior written consent of DentalEZ.

This provision does not require you to indemnify us for any unconscionable commercial practice by us or for our fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Service.

**4. Waiver of Injunctive or other Equitable Relief.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER

ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY DENTALEZ OR A LICENSOR OF DENTALEZ.

## 1. Updates to Terms.

We reserve the right, at any time in our sole discretion, to modify or replace any part of the Terms or Privacy Policy, without prior notice. You agree that we may notify you of any updated Terms or Privacy Policy by posting them on the Service so that they are accessible via a link from the home page, and/or to send you an e-mail to the last e-mail address you provided to us. All such changes are effective immediately when we post them, or such later date as may be specified in the notice of updated Terms or Privacy Policy. If you object to any such changes, your sole recourse is to cease using the Service. Your continued use of the Service will be deemed irrevocable acceptance of any such revisions. Before you continue, you should print and/or save a local copy of the Terms and our Privacy Policy for your records.

## 2. General Provisions.

### A. *You May Cancel Your Account.*

You may cancel your Account at any time through the Service or by emailing [DentalEZIOT@DentalEZ.com](mailto:DentalEZIOT@DentalEZ.com) or by contacting your dealer directly. These are the only ways to cancel your Account. Phone requests to cancel your Account will not be accepted. You acknowledge that cancelling your Account will not prevent your equipment from collecting or sending certain equipment performance data to us or dealers sharing information with us in accordance with our Privacy Policy.

### B. *Data Deletion at Cancellation or Termination.*

DentalEZ is under no obligation to store any data or information you submit, upload, or make available to us through the Service and DentalEZ reserves the right to delete your Account and information immediately upon cancellation or termination.

### C. *Consent or Approval.*

No DentalEZ consent or approval may be deemed to have been granted by DentalEZ without being in writing and signed by an officer of DentalEZ.

### D. *Survival.*

The provisions of the Terms, which by their nature should survive termination of your use of the Service, including sections on Service Use (except for the limited license), Unsolicited Submissions, Copyright Infringement, Subscriptions and Products, Customer Support, Other Services, Service Features, Agreement to Arbitrate Disputes and Choice of Law, Disclaimer of Representations and Warranties, Limitations of Our Liability, Indemnification, Waiver of Injunctive or Other Equitable Relief, Updates to Terms, and General Provisions, will survive.

### E. *Severability; Interpretation; Assignment.*

If any provision of the Terms, including these Online Terms or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from the Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of the Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. DentalEZ may assign its rights and obligations under the Terms, in whole or in part, to any party at any time without any notice. The Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of DentalEZ.

### *F. Complete Agreement; No Waiver.*

The Terms and the Privacy Policy reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in the Terms, (i) no failure or delay by you or DentalEZ in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of the will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

### *G. International Issues.*

DentalEZ controls and operates the Service from the U.S., and DentalEZ makes no representation that the Service is appropriate or available for use beyond the U.S. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Terms or to any sale of goods carried out as a result of your use of the Service. Software related to or made available by the Service may be subject to export controls of the U.S., and, except as authorized by law, you agree and warrant not to export or re-export the software to any county, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

### *H. Investigations; Cooperation with Law Enforcement.*

DentalEZ reserves the right to investigate and prosecute any suspected breaches of the Terms or the Service. DentalEZ may disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.

### *I. California Consumer Rights and Notices.*

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.

## **3. Contact Us.**

If you have any questions or comments about the Terms, please contact us:

*By email:*

DentalEZIOT@DentalEZ.com

*By mail:*

Attention: Privacy Officer  
310 Lindenwood Drive, Suite 100  
Malvern, PA 19355

# DENTALEZ



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