

Algemene voorwaarden uberVo en leveranciers

uberVo-Dental B.V.

IMPORTEUR EN DISTRIBUTEUR VAN:

IMES-ICORE® GmbH | SCHÜTZ DENTAL GmbH | SILADENT Dr. Böhme & Schöps GmbH
PRITIDENTA | UNIDESA-ODI | VITA | EXOCAD | DREVE

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Artikel 1. Definities

1.1 Het bepaalde in deze voorwaarden is van toepassing op alle overeengekomen overeenkomsten, (online)bestellingen, leveringen, promo's en diensten met inbegrip van advies. Tenzij uitdrukkelijk schriftelijk anders is overeengekomen.

1.2 De opdrachtgever met wie éénmaal op grond van de onderhavige voorwaarden een overeenkomst tot stand gekomen is, gaat hierbij akkoord, dat deze voorwaarden eveneens van toepassing zijn op alle (online)bestellingen, leveringen en nieuw te sluiten overeenkomsten.

1.3 Indien om welke reden(en) dan ook, één of meerdere in deze voorwaarden opgenomen bepalingen geheel of gedeel-telijk nietig dan wel nietig baar is/zijn, blijven de overige bepalingen onverkort van kracht.

Artikel 2. Aanbiedingen

2.1 Alle aanbiedingen/promo's en andere (reclame)uitingen, zowel mondeling, schriftelijk en of digitaal zijn geheel vrij-blijvend. Eerdere aanbiedingen/promo's worden geacht te zijn herroepen ná het uitbrengen van nieuwe aanbiedingen, promo's.

2.2 Overeengekomen overeenkomsten, (online)bestellingen of wijzigingen zijn pas bindend indien de overeenkomst, bestelling tussen uberVo-Dental B.V. en opdrachtgever schriftelijk is bevestigd.

Artikel 3. Prijzen en verzend

3.1 De producten of diensten van uberVo-Dental B.V. worden inclusief btw gefactureerd, mits uitdrukkelijk anders tussen beiden partijen anders overeengekomen is. Bij het voordoen van prijswijzigingen ten gevolge van prijsverhogingen van leveranciers van uberVo dental bv, dan is uberVo dental bv gerechtigd om deze verhoging(en) door te berekenen aan de opdrachtgever. Mocht een dergelijke prijsverhoging zich voordoen en deze bedraagt meer dan 10% van het oorspronkelijke orderbedrag dan is de opdrachtgever bevoegd om de overeenkomst, (online)bestelling schriftelijk binnen 24 uur te annuleren.

3.2 uberVo-Dental B.V. factureert de overeenkomen opdracht op basis van de geldende tarieven zoals die op dat moment door de leveranciers van uberVo-Dental B.V. zijn vastgesteld.

3.3 Alle prijzen zijn onder voorbehoud van druk- en zetfouten. Voor de gevolgen van druk- en zetfouten wordt geen enkele vorm van aansprakelijkheid aanvaard. Bij druk- en zetfouten is uberVo-Dental B.V. niet verplicht het product volgens de foutieve prijsopgaaf te leveren.

3.4 De betaling dient door de opdrachtgever te geschieden overeenkomstig de betalingscondities zoals is vastgelegd in artikel 6 in deze voorwaarden.

3.5 Verzendkosten bij een (online)bestelling met een orderwaarde boven de €100,-- ex. btw zijn gratis, uitgesloten hierbij zijn gips, straal- en polijstmiddelen. Verzendkosten inclusief gips, straal- en polijstmiddelen zijn bij een (online)bestelling met een orderwaarde boven de €250,-- ex. btw. gratis.

3.6 Bij een Express levering worden de bestelde producten vóór 11:00 uur op het aangegeven bezorgadres geleverd. Hiervoor wordt een Express toeslag bovenop het verzendbedrag in rekening gebracht. uberVo-Dental B.V. kan nimmer aansprakelijk worden gesteld indien de pakketdienst de levering door welke omstandigheden dan ook later bezorgd dan met de klant is overeengekomen.

4. Levering, uitvoering en risico's

4.1 Bij levering van bestelde (online)producten wordt de grootst mogelijke zorgvuldigheid in acht genomen om de genoemde leveringstermijnen in acht te nemen, doch deze termijnen zijn niet te allen tijde bindend.

4.2 Met inachtneming van de genoemde levertermijnen kan een levering, vertraging ondervinden. De opdrachtgever wordt hier tijdig over geïnformeerd. Bij een vertraging van een bestelling van uiterlijk 30 dagen na de overeengekomen overeenkomst heeft de opdrachtgever in dat geval het recht om de overeenkomst zonder kosten te ontbinden. De opdrachtgever heeft geen recht op schadevergoeding. Alsmede in geval van faillissement of surséance van betaling, bij het stilleggen van cq. de liquidatie van diens bedrijf/praktijk of als uberVo dental bv wordt geïnformeerd door de krediet-verzekeringmaatschappij.

4.3 Verzend en transport naar opdrachtgever geschiedt voor risico en verantwoording van uberVo dental bv.

4.4 Als plaats van levering geldt het bezorgadres dat de opdrachtgever telefonisch, schriftelijk, kenbaar heeft gemaakt.

4.5 uberVo dental bv is gerechtigd om de overeengekomen order in gedeeltes te leveren, waarbij de overeengekomen order ook in gedeeltes gefactureerd zal worden. Eenmaal afgeleverde producten op het aangegeven bezorgadres zijn vanaf het moment van aflevering volledig van risico van de opdrachtgever, ook al zijn deze nog niet gemonteerd, geïnstalleerd en/of gefactureerd, daarbij inbegrepen het risico van eventuele beschadiging, tenietgaan of achteruitgang door bijvoorbeeld brand, waterschade, enzovoort.

4.6 Eventuele zichtbare tekorten, fouten, beschadigingen en/of andere gebreken dient opdrachtgever na ontvangst binnen 24 uur aan uberVo dental bv telefonisch en schriftelijk kenbaar te maken.

Artikel 5. Montage/installatie

5.1 Opdrachtgever is zelf verantwoordelijk voor een tijdige montage van de benodigde aansluitingen, hetzij voor gas, water, elektriciteit, afvoer, afzuiging, ICT, perslucht, verlichting e.d. met inachtneming van de geldende aansluit-voorschriften van uberVo dental bv en of nevenbedrijven.

5.2 Indien m.b.t. geïnstalleerde producten enige vorm van schade ontstaat voor uberVo dental bv, bijv. door het niet of tijdig installeren of monteren van de geleverde producten dan is uberVo dental bv gerechtigd om deze schade en/of extra kosten bij de opdrachtgever in rekening te brengen.

Artikel 6. Betaling/debiteurenregistratiesysteem

6.1 De facturatie van de overeengekomen (online)bestelling geschiedt op het moment van de verzenddatum.

6.2 Betalingen dienen te geschieden binnen 30 dagen, mits anders tussen beide partijen schriftelijke overeengekomen is. **6.3** De opdrachtgever is niet gerechtigd tot opschorting van betaling, mits uitdrukkelijk anders tussen beide partijen schriftelijk overeengekomen is.

6.4 Bij een niet tijdige betaling is opdrachtgever van rechtswege in verzuim en is de opdrachtgever aan uberVo dental bv een rentevergoeding van 1% per maand verschuldigd, gerekend vanaf de dag waarop de factuur betaald had moeten zijn. **6.5** Vanaf de dag dat de opdrachtgever in verzuim is, is uberVo dental bv gerechtigd de vordering zonder nadere aankondiging uit handen te geven aan een incassobureau. De opdrachtgever is dan gehouden tot betaling van buiten-gerechtelijke incassokosten ad 15% van het totaal verschuldigde bedrag. uberVo dental bv is gerechtigd om eventueel hogere gemaakte kosten die aantoonbaar verband houden met deze opdracht, welke redelijkerwijs noodzakelijk waren, alsmede de gerechtelijke en de executiekosten, in rekening te brengen bij de opdrachtgever.

Artikel 7. Opschorting/ontbinding

7.1 uberVo dental bv is gerechtigd om opdrachtgever te vragen voldoende zekerheden te stellen voor nakoming van zijn betalingsverplichtingen en uitvoering van de overeenkomst of delen hiervan op te schorten totdat de gevraagde zekerheden zijn vastgesteld.

7.2 uberVo dental bv is gerechtigd verdere uitvoering van de overeengekomen overeenkomst, (online)bestelling op te schorten indien de opdrachtgever de betalingscondities niet in acht neemt of anderszins zijn verplichtingen niet nakomt. **7.3** uberVo dental bv is gerechtigd de overeenkomst, bestelling met de opdrachtgever zonder tussenkomst van de rechter nietig te verklaren indien de opdrachtgever in gebreke blijft als gevolg van een niet tijdige betaling of andere verplichtingen die van toepassing zijn op de overeenkomst.

7.4 De voortvloeiende schade ten gevolge van opschorting/ontbinding wordt in rekening gebracht aan de opdrachtgever.

7.5 Bij opschorting en/of ontbinding laten de betalingsverplichtingen van de opdrachtgever voor reeds geleverde producten c.q. uitgevoerde werkzaamheden onverlet. In zo'n dergelijke situatie is de vordering van uberVo dental bv met betrekking tot hetgeen geleverd is onmiddellijk opeisbaar.

Artikel 8. Leveren onder eigendomsvoorbehoud

8.1 Alle aan de opdrachtgever geleverde producten blijven in eigendom van uberVo dental bv totdat de opdrachtgever alle overeengekomen (factuur)verplichtingen aan uberVo dental bv heeft voldaan.

8.2 Indien opdrachtgever zijn betalingsverplichtingen niet of onvolledig nakomt is uberVo dental bv gerechtigd om onherroepelijk de door haar geleverde producten terug te halen of terug te halen van de plaats waar de producten zich op dat moment bevinden.

8.3 Opdrachtgever is verplicht om uberVo dental bv per omgaande te informeren indien derden mogelijk beslag (willen) laten leggen of reeds hebben gelegd op de door uberVo dental bv geleverde en nog niet betaalde producten.

Artikel 9. Tijdelijke vervangende apparatuur / onderdelen

9.1 Indien uberVo dental bv, bijvoorbeeld vanwege een uit te voeren reparatie of completering van een order, bij de opdrachtgever zorg draagt voor de tijdelijke vervanging van apparatuur en/of onderdelen is uberVo dental bv gerechtigd daarvoor aan de opdrachtgever kosten in rekening te brengen, hetzij voorrijkosten en arbeidsloon voor aflevering/montage als voor ophalen/demontage, alsmede een gebruiksvergoeding van de ter beschikking gestelde apparatuur/onderdelen.

9.2 De tijdelijke vervangende apparatuur/onderdelen blijven eigendom van uberVo dental bv en zal door opdrachtgever op eerste verzoek van uberVo dental bv worden teruggegeven c.q. voor terugneming beschikbaar worden gesteld, met name zodra de reden voor de vervanging is komen te vervallen.

9.3 Bij te repareren apparatuur/onderdelen komt de reden tot vervanging van die apparatuur/onderdelen te vervallen, indien de opdrachtgever een reparatievoorstel van uberVo dental bv, al dan niet afkomstig van of gedaan door de betreffende fabrikant, heeft ontvangen en niet binnen een daartoe door uberVo dental bv redelijk te stellen termijn heeft aanvaard. Indien de opdrachtgever het reparatievoorstel wel heeft aanvaard, komt de reden tot vervanging te vervallen, zodra uitvoering is gegeven aan het reparatievoorstel en de te repareren apparatuur en/of onderdelen weer gereed zijn voor gebruik. In beide gevallen zal de opdrachtgever de beschikbaar gestelde vervangende apparatuur/onderdelen op eerste verzoek van uberVo dental bv uiterlijk binnen 8 dagen teruggeven c.q. voor terugneming beschikbaar stellen.

9.4 De opdrachtgever is verantwoordelijk en draagt zorg voor een goede bewaring en behoud van de door uberVo dental bv (tijdelijk) beschikbaar gestelde vervangende apparatuur en/of vervangende onderdelen. Indien naar oordeel van uberVo dental bv de opdrachtgever deze bepaling niet of niet naar behoren is nagekomen, is uberVo dental bv gerechtigd om alle kosten voor het herstel van de (retour gekomen) vervangende apparatuur en/of onderdelen aan de opdrachtgever in rekening te brengen.

Artikel 10. Garantie en retourrecht

10.1 De door uberVo dental bv geleverde producten zijn nimmer aan een verdergaande garantie onderworpen dan de garantie die uberVo dental bv zelf van haar leveranciers heeft verkregen.

10.2 Voorts bestaat geen recht op garantie indien de gebreken het gevolg zijn van normale slijtage of als er

veranderingen aan de geleverde producten zijn aangebracht door derden.

10.3 Uitgesloten van garantie zijn onderdelen als rubbers en glas, lampjes, sensoren, filters, zeefjes, slagen en roterend instrumentarium.

10.4 Ingevolge van artikel 7.2 van deze voorwaarden is uberVo dental bv gerechtigd om de nakoming van zijn garantieverplichtingen op te schorten tot de opdrachtgever zelf al zijn verplichtingen naar uberVo dental bv is nagekomen.

10.5 Afgeleverde producten kunnen uitsluitend met uitdrukkelijke toestemming van uberVo dental bv retour gezonden worden in de originele ongeopende verpakking binnen 30 dagen.

10.6 Het recht op garantie, reclame vervalt indien de aangegeven gebruiksaanwijzingen niet of naar behoren zijn opgevolgd, de geleverde producten onoordeelkundig zijn behandeld c.q. gebruikt of het gebruik van de geleverde producten niet in overeenstemming is met de wettelijke voorschriften dan wel gebruiksvoorschriften anderszins.

Artikel 11. Aansprakelijkheid/tekortkoming(en)

11.1 In geval van toerekenbare tekortkomingen van uberVo dental bv in de nakoming van de overeenkomst zal opdrachtgever uberVo dental bv in de gelegenheid stellen om binnen een redelijke termijn van de overeengekomen opdracht alsnog te verrichten. In dat geval is uberVo dental bv nimmer tot verdergaande schadevergoeding van welke aard dan ook gehouden.

11.2 Indien van de opdrachtgever in redelijkheid niet meer kan worden gevergd om uberVo dental bv nog tot nakoming in de gelegenheid te stellen dan wel uberVo dental bv definitief in gebreke blijft is uberVo dental bv aansprakelijk voor mogelijk door de opdrachtgever geleden en aantoonbare schade. De schade beperkt zich tot maximaal de waarde van de gefactureerde bedragen exclusief omzetbelasting.

11.3 Aansprakelijkheid van de opdrachtgever voor indirecte of gevolgschade, bedrijfsschade of schade wegens omzet-verlies, gederfde winst, vertragingsschade en dergelijke, is uitgesloten.

Artikel 12. Overmacht / Niet-toerekenbare tekortkomingen

12.1 In geval van verhindering tot uitvoering van de overeengekomen opdracht, bestelling door overmacht is uberVo dental bv gerechtigd zonder gerechtelijke tussenkomst de uitvoering van de overeenkomst, (online)bestelling voor ten hoogste zes maanden geheel of gedeeltelijk op te schorten, dan wel de overeenkomst, (online)bestelling geheel of gedeeltelijk te ontbinden.

12.2 Onder overmacht wordt verstaan alle omstandigheden en alle van buiten komende oorzaken, voorzien of onvoorzien, waarop uberVo dental bv redelijkerwijs geen invloed heeft.

12.3 Indien de verhindering 6 maanden of langer duurt wordt de overeengekomen overeenkomst van rechtswege ontbonden. In geval de overeenkomst door een niet-toerekenbare tekortkoming door uberVo dental bv dan wel van rechtswege wordt ontbonden is de uberVo dental bv niet gehouden tot enige schadevergoeding in welke vorm dan ook.

Artikel 13. Annulering / uitstel van levering

13.1 Indien de overeengekomen opdracht op verzoek van de opdrachtgever of als gevolg van een aan de opdrachtgever toe te rekenen oorzaak door uberVo dental bv wordt ontbonden, is uberVo dental bv gerechtigd een schadevergoeding te vorderen van min. 25% van de overeengekomen orderwaarde inclusief btw.

13.2 Bij uitstel van een levering op verzoek van de opdrachtgever of als gevolg van een aan de opdrachtgever toe te rekenen oorzaak is uberVo dental bv gerechtigd van de opdrachtgever een vooruitbetaling van 50% van de overeengekomen opdrachtwaarde te vorderen en een rentevergoeding van 1% per maand, gerekend vanaf de datum waarop de levering volgens overeenkomst had moeten plaatsvinden.

Artikel 14. Geschillen

14.1 Op alle geschillen tussen partijen is uitsluitend het Nederlands recht van toepassing.

14.2 Het voorleggen van geschillen schort de overeengekomen betalingsverplichting(en) van de opdrachtgever niet op.

Op alle met ons gesloten transacties zijn onze Algemene verkoop-, leverings- en betalingsvoorwaarden van toepassing gedeponereerd bij de Kamer van Koophandel onder vermelding van dossiernummer 55362826. uberVo dental b.v. Nederland, officieel importeur & distributeur van IMES-ICORE® GmbH | SCHÜTZ DENTAL GmbH | SILADENT Dr. Böhme & Schöps GmbH | PRITIDENTA | UNIDES-ODI | VITA | EXOCAD | DREVE -----

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of imes-icore GmbH, Im Leibolzgraben 16, 36132 Eiterfeld, represented by Managing directors Christoph Stark and Christian Müller, phone: +49 (0) 6672 898 228, fax + 49 (0) 6672 898 222, email [info\(at\)imes-icore.de](mailto:info(at)imes-icore.de) (hereinafter also referred to as the Seller or imes-icore GmbH) for products and services. These are part of all contracts that the seller concludes with contractual partners (hereinafter also referred to as “client” or “customer”) for the deliveries or services offered by him.

The subject of the contract is the sale of goods and / or the provision of services in the context of sales for our registered customers. The essential characteristics of the goods and / or services can be found in the respective offer.

§1 VALIDITY

The following terms and conditions apply to contracts that you conclude with us as the Seller, unless an amendment has been agreed in writing between the parties. Deviating or conflicting terms and conditions are only effective with our express consent. Terms and conditions of the client or third parties do not apply, even if the seller does not separately object to their validity in individual cases. Even if the seller refers to a letter that contains or refers to the terms and conditions of the client or a third party, this does not constitute consent to the validity of those terms and conditions. They also apply to all future deliveries, services or offers to the client, even if they are not separately agreed again.

§2 OFFER AND CONCLUSION OF CONTRACT

(1) All offers from the seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The seller can accept orders or commissions within fourteen days of receipt.

(2) Solely decisive for the legal relationship between seller and client is the written purchase contract or the written order confirmation, including these general terms and conditions of delivery. This fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal commitments by the seller prior to the conclusion of this contract are not legally binding, and verbal agreements between the contracting parties are replaced by the written contract, unless it is expressly stated in each case that they will continue to apply in a binding manner.

(3) Orders for custom-made products and orders in quantities and dimensions that are not part of our catalogue must be made in writing. If necessary, an agreed down payment must be made. If custom-made products are commissioned in larger quantities, we may fall short of or exceed the delivery by an appropriate number of items (usually $\pm 10\%$). Shipping packaging is always charged at cost.

(4) Additions and changes to the agreements made, including these General Terms and Conditions of Delivery, must be made in writing to be effective. With the exception of managing directors or authorized signatories, the seller's employees are not entitled to make oral agreements that deviate from this. Telecommunication, in particular by fax or e-mail, is sufficient to comply with the written form, provided a copy of the signed declaration is transmitted.

(5) Information provided by the seller on the subject of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and images) are only approximate, unless the usability for the contractually stipulated Purpose assumes an exact match. They are not guaranteed characteristics, but rather descriptions or identifications of the product or service. Customary deviations and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with parts of equal value, are permissible as long as they do not impair the usability for the contractually intended purpose.

(6) The seller reserves the right of ownership or copyright to all offers and cost estimates made by him as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the client. Without the express consent of the seller, the client may not make these items or their content available to third parties, disclose them, use them himself or through third parties or reproduce them. At the request of the seller, he must return these items to the seller in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

§3 PRICES AND PAYMENT

(1) The prices apply to the scope of services and deliveries listed in the order confirmations. The minimum order value for shipping deliveries is EURO 50 (excluding VAT) in Germany and EURO 250 abroad. In the case of small deliveries for orders below the minimum order value, in addition to packaging and

shipping costs, proportional processing costs of 10 EURO (excluding VAT) will be invoiced in Germany. Additional or special services will be charged separately. The prices are in EURO ex works plus packaging, the statutory value added tax, the transport insurance requested by the customer for export deliveries, e.g. customs duties, taxes or money transfer fees (transfer or exchange rate fees of the credit institutions) and other public charges. If deliveries are carried out duty unpaid at the request of the contractual partner, he is liable to us for any additional claims by the customs administration and releases us from such claims.

(2) Insofar as the agreed prices are based on the seller's list prices and delivery is only to take place more than four months after the conclusion of the contract, the seller's list prices valid at the time of delivery apply (less an agreed percentage or fixed discount).

(3) In principle, deliveries are only made against cash on delivery or prepayment. Deliveries against invoice must be expressly agreed. The conditions agreed in the order confirmation apply. The date of receipt by the seller defines the date of payment. Checks are only considered payment after they have been cashed. If the client does not pay by the due date, the outstanding amounts are to be paid at 5% p.a. from the due date, to pay interest; the assertion of higher interest and further damage in the event of default remains unaffected.

(4) Offsetting against counterclaims by the client or withholding payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established. The customer can only assert a right to refuse performance or a right of retention if Imes-icore GmbH's payment claim and the customer's counterclaim are based on the same contractual relationship.

(5) The seller is entitled to perform or provide outstanding deliveries or services only against prepayment or provision of security if, after the conclusion of the contract, he becomes aware of circumstances that are likely to significantly reduce the creditworthiness of the customer and through which the payment of the outstanding Claims of the seller by the client from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is endangered.

(6) Furthermore, in such a case we are entitled according to Paragraph (5) to only carry out outstanding deliveries against advance payment or provision of security and, after setting a reasonable grace period, to withdraw from the contract or to demand compensation for nonperformance. We can also prohibit the resale of the goods delivered under retention of title, request their return or the transfer of indirect ownership at the expense of the customer and revoke a direct debit authorization. The discounts will not be granted if the client is behind in payment for earlier deliveries. A right to refuse performance on the part of the client is excluded in business dealings with merchants. The client has no right of retention. This does not apply to business dealings with non-traders if the counterclaim arose from the same contract. Offsetting by the client is only permitted if his counterclaims are expressly declared to be undisputed or have been legally established. We are not obliged to accept bills of exchange.

(7) If the customer is in default of acceptance, the due date occurs on the date of notification of readiness for dispatch.

(8) Even if the customer stipulates otherwise, payments will be offset exclusively in accordance with Section 366 of the German Civil Code (BGB).

§4 DELIVERY AND DELIVERY TIME

(1) Deliveries are made ex works. Shipping deliveries abroad are not carried out below the minimum order value.

(2) Deadlines and dates for deliveries and services promised by the seller are always only approximate, but not before all implementation details have been fully clarified. If shipping has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(3) The agreed delivery period is extended - without prejudice to our rights from default by the customer - by the period by which the customer is in default with his obligations from this or another contract. This applies accordingly if a delivery date has been agreed.

(4) The seller is not liable for impossibility of delivery or for delays in delivery, insofar as these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of all kinds, difficulties in material or energy procurement, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the lack of, incorrect or late delivery by suppliers) for which the seller is not responsible. If such events make the delivery or service significantly more difficult or impossible for the seller and the hindrance is not only of a temporary nature, the seller is entitled to withdraw from the contract. A claim for damages is excluded.

(5) In the event of temporary obstacles for which the seller is not responsible, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period. If the customer cannot be expected to accept the delivery or service as a result of the delay, he can withdraw from the contract by means of an immediate written declaration to the seller. A claim for damages is excluded.

(6) In the event of impossibility for which the seller is responsible, if the contractual partner is a merchant, the client is entitled to demand compensation. However, the buyer's claim for damages is limited to 10 per cent of that part of the delivery or service which cannot be put into appropriate operation due to the impossibility. Claims for damages by the client that exceed the stated limit of 10 per cent are excluded. This does not apply if liability is mandatory in cases of wilful intent or gross negligence. The right of the client to withdraw from the contract remains unaffected, limited to that part of the delivery or service which cannot be put into appropriate operation due to the impossibility.

(7) The seller is only entitled to make partial deliveries if

- the partial delivery can be used by the client within the scope of the contractual intended purpose,
- the delivery of the remaining goods ordered is ensured and
- the client does not incur any significant additional work or additional costs as a result (unless the seller declares that he is willing to assume these costs).

(8) If we are in default ourselves, the client must set us a reasonable grace period. After this grace period has expired, he can withdraw from the contract if the goods have not been reported to him as ready for dispatch by this point in time. Claims for damages from non-compliance with delivery deadlines or dates are excluded. This exclusion does not apply in business dealings with merchants if one of our executives, or in business dealings with non-merchants if any of our employees is responsible for the delay through gross negligence.

§5 PLACE OF PERFORMANCE, DISPATCH, PACKAGING, TRANSFER OF RISK, ACCEPTANCE

(1) The place of performance for all obligations arising from the contractual relationship is the registered office of the seller.

(2) The type of dispatch and the packaging are subject to the dutiful discretion of the seller. Shipping instructions from the customer are only binding on the seller if they are confirmed in writing.

(3) The risk is transferred to the customer at the latest with the handover of the delivery item (whereby the beginning of the loading process is decisive) to the freight forwarder, carrier or other third party appointed to carry out the shipment. This also applies if partial deliveries are made or the seller has taken on other services (e.g. shipping or installation). If the dispatch or handover is delayed as a result of a circumstance caused by the customer, the risk is transferred to the customer from the day on which the delivery item is ready for dispatch and the seller has notified the customer of this.

(4) Storage costs after transfer of risk are borne by the customer. In the case of storage by the seller, the storage costs amount to [0.25]% of the invoice amount of the delivery items to be stored per week that has elapsed. The right to assert and provide evidence of additional or lower storage costs is reserved.

(5) Unless we have been prohibited by the client, we will take out transport insurance for all shipments. The shipment will only be insured by the seller against theft, breakage, fire and water damage or other insurable risks at the express request of the customer and at his own expense.

(6) Insofar as an acceptance has to take place, the purchased item is deemed to have been accepted if

- the delivery and, if the seller is also responsible for the installation, the installation has been completed and
- the seller has communicated this to the client with reference to the notional acceptance according to this § 5 (6) and has asked him to accept or
- seven working days have passed since the delivery or installation or the customer has started using the purchased item (e.g. has put the delivered system into operation) and in this case six working days have passed since delivery or installation or
- the customer has failed to accept the goods within this period for a reason other than a defect reported to the seller that makes the use of the purchased item impossible or significantly impaired.

§6 WARRANTY, MATERIAL DEFECTS

(1) In the contractual relationship with consumers (consumers in accordance with § 13 BGB), the seller guarantees that his products are free of defects for a period of two years from delivery in accordance with the statutory provisions. In the contractual relationship with contractors (contractors according to § 14 BGB) we guarantee that our products are free of defects for a period of one year. We guarantee that milling spindles are free from defects for 6 months. This warranty period also applies to milling spindles that are integrated into a machine system. A warranty for milling spindles in the event of improper use or operation of the machine system is excluded. This warranty period also applies to milling spindles that are integrated into a machine system. In the case of partial deliveries, the warranty period begins with the delivery of the goods to the customer.

(2) The delivered items are to be carefully examined immediately after delivery to the client or to a third party appointed by him. The client must submit complaints to us in writing within seven days of receipt of the goods at the destination. With regard to obvious defects or other defects that would have been recognizable with an immediate, careful examination, –they are considered approved by the client if the seller does not receive a written notice of defects within seven working days of delivery. With regard to other defects, the delivery items are deemed to have been approved by the customer if the seller does not receive the notice of defects within seven working days after the point in time at which the defect became apparent; if the defect was already recognizable to the customer at an earlier point in time during normal use, this earlier point in time is decisive for the start of the notice period. Complaints will only be taken into account if the goods are still in the condition in which they were delivered. In business dealings with non-merchants, this only applies to the extent that there are obvious defects.

(3) The seller can, at his own discretion, make the replacement delivery or repair or reimburse the reduced value. Should a repair or a replacement delivery fail, non-merchants have the right, at their option, to reduce the remuneration or to cancel the contract. Further claims also due to consequential damage caused by defects on the part of the customer are excluded, unless they are based on a defect in a guaranteed property.

(4) The client must allow the seller the time and opportunity required at its reasonable discretion to carry out repairs. If he refuses this, the seller is released from the defect. A return of the goods complained about is only permitted with our consent. The freight costs are to be submitted by the client. If the complaint is justified, the seller will reimburse the cost of the cheapest shipping route; this does not apply if the costs increase because the delivery item is at a different location than the delivery location.

(5) If the client has the delivered goods checked and indicates an error for which the seller would be liable, we will charge a processing fee for each checked device if it turns out that there is no defect. Our liability, for whatever legal reason, is limited to intent and gross negligence. We give technical advice to the best of our knowledge. However, all details and information about the suitability and use of our goods are non-binding and do not exempt the client from carrying out their own tests and trials. The client is responsible for compliance with legal and official regulations when using the goods. We are only liable for the suitability of the goods for certain purposes if this is expressly guaranteed in writing. Returns are to be made in the original packaging or equivalent packaging.

(6) In the event of defects in components from other manufacturers that the seller cannot eliminate for licensing or factual reasons, the seller will, at his option, assert his warranty claims against the manufacturers and suppliers for the account of the client or assign them to the client. In the case of such defects, warranty claims against the seller only exist under the other conditions and in accordance with these general terms and conditions of delivery if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or, for example, due to insolvency, are futile. For the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the client against the seller is suspended.

(7) The warranty does not apply if the customer changes the delivery item or has it changed by third parties without the consent of the seller and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the client has to bear the additional costs of remedying the defect resulting from the change.

(8) A delivery of used items agreed with the client in individual cases takes place under exclusion of any warranty for material defects.

(9) The customer is obliged to immediately install the software updates provided by the seller in order to maintain his warranty claims for software delivery. If the software updates provided are not installed immediately, any warranty for material defects will be excluded. The warranty for material defects does not apply to defects that are based on the fact that the contractual software is used in a hardware and software environment that does not meet the requirements specified in the license certificate or for changes and modifications that the customer has made to the software without being entitled to do so by virtue of the law, this contract or the prior written consent of the seller. The seller also fulfils his obligation to repair by making updates provided with an automatic installation routine available for download on his homepage and by offering the customer telephone support to solve any installation problems that may arise.

(10) The above provision applies accordingly in the event of a wrong, excess or short delivery. In the event of a timely complaint, in this case the customer is entitled to:

- a) Delivery of the agreed goods against return delivery of the wrong delivery.
- b) Subsequent delivery or partial price reduction in the event of short delivery.
- c) Return of an excess delivery.

If the complaint is not made in time, the price is determined by the quantity actually delivered.

§7 INDUSTRIAL PROPERTY RIGHTS

(1) In accordance with this Section 7, the seller guarantees that the delivery item is free from industrial property rights or third-party copyrights. The customer has no claim to the transfer of the source program or the duplication and distribution of the software supplied. Each contract partner will immediately notify the other contract partner in writing if claims are asserted against him due to the violation of such rights.

(2) In the event that the delivery item violates an industrial property right or copyright of a third party, the seller will, at his option and at his own expense, modify or replace the delivery item in such a way that no more rights of third parties are violated, but the delivery item continues to fulfil the contractually agreed functions, or will procure the right of use for the client by concluding a license agreement. If he does not succeed in this within a reasonable period of time, the client is entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the client are subject to the restrictions of Section 8 of these General Terms and Conditions of Delivery.

(3) In the event of legal violations by products from other manufacturers delivered by the seller, the seller will, at his option, assert his claims against the manufacturer and sub-suppliers for the account of the customer or assign them to the customer. Claims against the seller in these cases in accordance with this Section 7 only exist if the judicial enforcement of the aforementioned claims against the manufacturer and sub-suppliers are unsuccessful or, for example due to insolvency, are futile.

§8 LIABILITY FOR DAMAGES DUE TO NEGLIGENCE

(1) The seller's liability for damages, regardless of the legal reason, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contractual negotiations and tort, insofar as it is a fault in each case, is restricted in accordance with this Section 8.

(2) The seller is only liable in the case of gross negligence and intent on the part of his organs, legal representatives, employees or other vicarious agents, insofar as there is a breach of essential contractual obligations. Essential to the contract are the obligation to timely delivery and installation of the delivery item, its freedom from defects that more than negligibly impair its functionality or usability, as well as advice, protection and custody obligations that are intended to enable the customer to use the delivery item in accordance with the contract or protection of the life and limb of the client's staff or the protection of his property from significant damage. Liability for non-essential contractual obligations is excluded, unless otherwise regulated in Paragraph (5).

(3) Insofar as the seller is fundamentally liable for damages in accordance with Section 8 (2), this liability is limited to damages that the seller foresaw as a possible consequence of a breach of contract when the contract was concluded or that he should have foreseen if the due diligence had been exercised. Indirect damage and consequential damage resulting from defects in the delivery item are excluded.

(4) Insofar as the seller provides technical information or acts in an advisory capacity and this information or advice does not belong to the contractually agreed scope of services owed by him, this is done free of charge and with the exclusion of any liability.

(5) The restrictions of this Section 8 do not apply to the liability of the seller due to wilful behaviour, for guaranteed characteristics, due to injury to life, limb or health or according to the product liability law. In the event of liability for simple negligence, the seller's obligation to pay compensation for property damage and the resulting further financial loss is limited to an amount per case of damage corresponding to the current coverage of his product liability insurance or liability insurance, even if it is a breach of essential

contractual obligations.

§9 RETENTION OF TITLE, RIGHT OF RETENTION

(1) The retention of title agreed below serves to secure all existing current and future claims of the seller against the client from the supply relationship between the contractual partners, including balance claims from a current account relationship limited to this supply relationship).

(2) The goods delivered by the seller to the client remain the property of the seller until all secured claims have been paid in full. The goods, as well as goods covered by the retention of title which take their place in accordance with the following provisions are hereinafter referred to as "reserved goods".

(3) The client stores the reserved goods free of charge for the seller.

(4) The client is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the realization event occurs (paragraph 9). Pledges and transfers by way of security are not permitted.

(5) If the goods subject to retention of title are processed by the client, it is agreed that the processing takes place in the name and for the account of the seller as the manufacturer and the seller directly owns the property or - if the processing is made from materials from several owners or the value of the processed item is higher than the value of the reserved goods - the co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that the seller does not acquire such ownership, the client now transfers his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the seller as security. In the event that the seller does not acquire such ownership, the client already now transfers his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the seller as security. If the goods subject to retention of title are combined with other items to form a single item or are inseparably mixed and one of the other items is to be regarded as the main item, the seller shall, if the main item belongs to him, transfer proportional co-ownership of the unitary item to the customer as stated in Sentence 1 Relationship.

(6) In the event of the resale of the goods subject to retention of title, as a precaution the customer hereby assigns the resulting claim against the purchaser to the seller - proportionally in the case of joint ownership of the goods subject to retention of title. The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims from tort in the event of loss or destruction. The seller revocably authorizes the buyer to collect the claims assigned to the seller in his own name. The seller may only revoke this collection authorization in the event of realization.

(7) If third parties access the goods subject to retention of title, in particular through seizure, the client will immediately inform them that the goods are the property of the seller and inform the seller about this in order to enable him to enforce his property rights. If the third party is unable to reimburse the seller for the

judicial or extrajudicial costs incurred in this connection, the client shall be liable to the seller for this.

(8) The seller will release the reserved goods as well as the items or claims taking their place if their value exceeds the amount of the secured claims by more than 50%. The choice of the items to be released afterwards lies with the seller.

(9) If the seller withdraws from the contract if the buyer acts contrary to the contract - in particular default of payment - (liquidation event), he is entitled to demand the return of the reserved goods.

(10) You can only exercise a right of retention if it concerns claims from the same contractual relationship.

§10 REPAIRS

If a cost estimate is required before repairs are carried out, this must be expressly stated. Shipping and packaging costs are borne by the client. The invoice amount for repairs must be paid without any deductions. Repairs, also within the scope of guarantee services, are generally carried out in our factory, unless otherwise agreed in writing.

§11 RETURNS

Returns of goods that are free of defects or that have been provided with a security seal are only possible after consultation and agreement, taking appropriate discounts into account. By opening goods / packaging with a security seal, you undertake to purchase. Custom-made products and software are generally excluded from being taken back! A copy of the delivery note or the invoice must be enclosed with all consignments or returns. The costs of the return are at the expense of the customer or are to be carried out "free domicile".

§12 ASSEMBLY

(1) Unless otherwise agreed in writing, assembly work is to be paid for. The installation, assembly and commissioning by us takes place only after a written agreement and constitutes a separate contract. Unless otherwise agreed, the buyer is responsible for this.

(2) If we take over the installation, assembly and commissioning of complete CNC milling machines, for the purpose of smooth delivery and installation, we will send an information letter in good time before delivery, which provides information on all the necessary requirements (required floor space and passage width, requirements for the installation site, need for a forklift for unloading, etc.). The buyer must ensure that all of the above requirements are fully met before delivery.

(3) The assembly costs include in particular travel costs, daily allowance and the usual charging rates for working hours and surcharges for overtime, night, Sunday and holiday work, for work under difficult circumstances as well as for planning and monitoring. We invoice the costs for preparation, travel, waiting and travel time separately. If the installation or commissioning is delayed through no fault of ours, the customer has to bear all costs for the waiting time and for further necessary trips.

The customer provides the necessary auxiliary staff with the tools they need in the required number at his own expense. Furthermore, the customer provides sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, equipment, materials, tools, etc. To protect our property and the assembly staff, He must take those measures that he would take to protect his own property. If the nature of the customer's company requires special protective clothing and protective devices for the assembly staff, he will also provide this.

Our assembly staff and their vicarious agents are not authorized to carry out work that is not carried out in fulfilment of our obligation to deliver and the installation or assembly of the delivery item or which is initiated by the customer or a third party without consulting us. We are not liable for such work that is not attributable to our area of responsibility.

If the assembly is carried out by the customer or a third party commissioned by him, our applicable operating and assembly regulations must be observed.

§13 DATA PROTECTION

You can find our data protection declaration under the [link](#).

Personal and company-related data are generally treated confidentially and, subject to our own marketing purposes, only collected, stored, processed and / or used insofar as this is necessary for business transactions. The same applies with regard to the transmission of data to affiliated companies or service partners. The customer can object to the use, processing and transmission of his personal data for our own marketing purposes at any time by sending an informal message to [info\(at\)imes-icore.de](mailto:info@imes-icore.de).

§14 CONFIDENTIALITY

(1) "Confidential information" is all information and documents of the other party that are marked as confidential or are to be regarded as confidential due to the circumstances, in particular information about operational processes, business relationships and know-how.

(2) The parties agree to maintain discretion regarding confidential information.

(3) Excluded from this obligation is such confidential information

a) which was verifiably known to the recipient when the contract was concluded or subsequently became known from a third party without violating a confidentiality agreement, statutory provisions or official orders;

b) which is publicly known at the time the contract is concluded or is made publicly known thereafter, provided this is not based on a breach of this contract;

c) which must be disclosed due to legal obligations or by order of a court or an authority. As far as permissible and possible, the recipient obliged to disclose will notify the other party in advance and give it the opportunity to take action against the disclosure.

(4) The parties shall only grant such consultants access to confidential information who are subject to professional secrecy or who have previously been subject to obligations in accordance with the confidentiality obligations of this contract. Furthermore, the parties will only disclose confidential information to those employees who need to know for the execution of this contract, and will also oblige these employees to maintain confidentiality for the period after their departure to the extent permitted by labour laws.

(5) Any culpable violation of these regulations will result in a contractual penalty of EUR 25,000. Further claims by the injured party remain unaffected.

§15 FINAL PROVISIONS

(1) If the client is a merchant, a legal entity under public law or a special fund under public law, or if he does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between the seller and the client is at the discretion of the Seller (Fulda) or the headquarters of the client. In these cases, however, (Fulda) is the exclusive place of jurisdiction for lawsuits against the seller. Mandatory legal provisions on exclusive places of jurisdiction remain unaffected by this regulation.

(2) The relationships between the seller and the client are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) does not apply.

(3) Insofar as the contract or these General Terms and Conditions of Delivery contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contractual partners would have agreed according to the economic objectives of the contract and the purpose of these General Terms of Delivery if they had known of the loopholes.

(4) If our customers export our goods to areas outside of the Federal Republic of Germany, we assume no liability if our products infringe the property rights of third parties. The customer is obliged to compensate for the damage caused by us through the export of goods that are not expressly delivered by us for export.

(5) The parties are aware that the goods may be subject to export and import restrictions. In particular, there may be authorization requirements or the use of the goods or associated technologies abroad may be subject to restrictions. The buyer will comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The fulfilment of the contract by the seller is subject to the condition that there are no obstacles to fulfilment due to national and international regulations of export and import law and no other legal regulations.

(6) The contract language is German. We save the text of the contract and send you the order data and our terms and conditions by email. In questions about the interpretation in other languages, only the German

version is binding.

(7) Changes and additions to these General Terms and Conditions must be made in writing to be effective. The repeal of the written form clause must also be in writing.

Status: August 2021
imes-icore GmbH

General Terms and Conditions Schütz Dental GmbH

Schütz Dental GmbH
Dieselstr. 5-6
61191 Rosbach (Germany)
[General Terms and Conditions](#)

§ 1. General – Scope of Conditions

(1) The goods and services and the offers of Schütz Dental GmbH (referred to hereinafter as "the vendor") are supplied exclusively on the basis of these Conditions of Business. These will also apply to all future business relationships, whether or not they are explicitly agreed separately. These Conditions will be deemed to have been accepted at the latest on taking delivery of the goods or services. Confirmations to the contrary by the purchaser with reference to its own Conditions of Business or Purchase are hereby repudiated.

(2) The vendor carries out business exclusively with customers (referred to hereinafter as "purchasers") within the meaning of Section 14 of the German Civil Code [BGB]. A prospective purchaser that is not a merchant within the meaning of Section 14 of the German Civil Code but which is a consumer within the meaning of Section 13 of the German Civil Code, is required to notify the vendor of this immediately.

(3) All agreements reached between the vendor and the purchaser for the purpose of performing this contract shall be recorded in writing.

§ 2. Offer and Conclusion of Contracts

(1) The offers made by the vendor are non-binding and subject to alteration. Declarations of acceptance and all orders must be confirmed by the vendor in writing or by telefax to be legally valid.

(2) The vendor reserves the right to carry out a creditworthiness check on the purchaser. Depending on the result of the check, the vendor will be entitled to alter its Conditions of Delivery, the payment period or the method of payment. In the event of a negative credit check, the vendor will also be entitled to withdraw from a contract which has already been concluded without incurring liability for damages.

(3) Drawings/plans, illustrations, weights, measures and other performance data are only binding if this is explicitly agreed in writing.

(4) Information from prospectuses, price-lists or the offer is not legally binding unless they have become an explicitly integral part of the contract.

(5) The vendor's employees are not authorised to issue oral agreements or assurances that exceed the contents of the written contract.

(6) The purchaser is bound to its order (the purchaser's contractual offer) for 14 working days. The vendor may accept the order either by written confirmation or by delivering the goods.

(7) Conclusion of the contract is subject to timely and proper self-delivery by the vendor. Defects in performance shall be notified to the purchaser within an appropriate period.

§ 3. Prices

(1) Unless otherwise stipulated, the vendor will be bound by the prices in its offer for 30 days from the date of the offer. Thereafter, the prices in force at the time the goods are delivered will apply. Otherwise, the prices referred to in the confirmation of the offer plus the applicable statutory value added tax – if this is incurred – will be authoritative. The supply of additional goods and services will be invoiced separately.

(2) Unless otherwise agreed, the prices will be ex-works plus the cost of packaging and transport. Deliveries will only be insured at the customer's request and expense. Orthodontic bands, attachments and latches, gold and leads will be routinely shipped via registered mail or registered package at the wish and expense of the purchaser.

(3) Maintenance, repair work, dismantling and installation work will be invoiced separately according to the time taken plus the cost of materials. The vendor's effective hourly rates will apply plus the applicable value added tax – if this is incurred, as will any travel time to and from the worksite.

(4) In the event of any significant change in the order-related personnel or material costs after the contract has been concluded, the vendor will be entitled to adjust the prices accordingly. If requested by the purchaser, the vendor will be required to justify the price-increase. In the event of a price-increase in excess of 10 % of the net price, the purchaser will be entitled to withdraw from the contract within ten days after the price-increase has been announced.

(5) Any discounts granted by the vendor are to be passed on to the patient by the purchaser/dentist resp.

dental technician as provided by law.

§ 4. Delivery and Performance Periods

- (1) Delivery dates or periods which can be agreed bindingly or non-bindingly must be in writing.
- (2) The vendor is not responsible for delivery or performance delays due to reasonably unforeseeable events (so-called "Acts of God") – including in the case of bindingly agreed periods or dates – or for events which make delivery - not only temporarily - considerably difficult or impossible for the vendor – as well as strikes, lock-outs, official instructions etc. in particular, including if these occur with suppliers of the vendor or its subcontractors/sub-suppliers. They entitle the vendor to postpone the delivery, service or performance for the duration of the delay plus an appropriate lead period or to wholly or partially withdraw from the contract due to the still-unfulfilled part.
- (3) If the delay lasts more than three months, the purchaser will, after setting an appropriate grace period, be entitled to withdraw from the contract on the basis of the still-unfulfilled part. If the delivery period is extended or if the vendor is released from its obligation, the purchaser may not derive any compensation claims from this. The vendor may only invoke the circumstances referred to if it informs the purchaser within an appropriate period.
- (4) If the vendor is responsible for failing to comply with binding deadline periods and dates or is in arrears, the purchaser will be entitled to compensation for the delay to the value of half of one percent (0.5 %) for every full week of the delay. However, such claims may not exceed five percent (5 %) of the invoice amount of the goods and services affected by the delivery delay. Claims exceeding this amount will not be recognised unless the delay is due at least to gross negligence on the part of the vendor.
- (5) The vendor is entitled to make partial deliveries and to provide partial performance at any time unless partial delivery or partial performance is unreasonable for the purchaser.
- (6) Compliance with the vendor's delivery and performance obligations presupposes the timely and proper fulfilment of obligations by the purchaser.
- (7) If the purchaser is in arrears of acceptance, the vendor will be entitled to request compensation for any damage it incurs. With the onset of arrears of acceptance, the risk of accidental deterioration and accidental loss transfers to the purchaser.
- (8) Deliveries are made at the risk of the purchaser, including in the case of free delivery.

§ 5. Transfer of Risk

Risk transfers to the purchaser as soon as the shipment has been given to the person carrying out the transport or has left the vendor's warehouse for the purpose of shipment. If shipment is delayed at the request of the purchaser, risk transfers to the purchaser when the latter is notified that the goods are ready for shipment.

§ 6. Guarantees

- (1) The vendor guarantees that the products are free of manufacturing and material defects; the guarantee-deadline for mechanical parts of the products expires after one year and after six months for electronic parts. The guarantee period begins on the delivery date.
- (2) If the vendor's operating or maintenance instructions are not followed, if alterations are made to the products, if parts are exchanged or if consumable materials that do not correspond to the original specifications are used, all guarantees will lapse if the purchaser fails to refute a corresponding substantiated statement that one of these circumstances caused the defect. The guarantee will also be invalid if damage is due to the fact that the goods have been worked on or repaired by third parties, if the goods are used for another purpose than that intended, if the instructions for use are not complied with or if the generally accepted rules of technology are ignored.
- (3) Following receipt of the goods, the purchaser must inform the vendor's customer service management of defects in writing immediately but no later than within one week after delivery. Defects than cannot be detected within this period, including in a careful examination, are to be notified to the vendor in writing immediately following discovery.
- (4) If the purchaser informs the vendor that the products do not correspond to the guarantee, the vendor

will, at its option and expense, decide whether the damaged part or machine will be sent to be repaired and then returned to the vendor or whether it (the vendor) will collect the damaged part or device.

(5) If the repair fails after an appropriate deadline period, the purchaser may, at its option, request a reduction in the purchase price or, in the case of major defect, request that the contract be cancelled.

(6) Liability for normal wear and tear will not be accepted.

(7) Only the direct purchaser is entitled to assert warranty claims against the vendor; these claims are not assignable.

(8) The purchaser will bear the risk that the goods it has ordered are suitable and have been approved for the purpose it intends. Recommendations on this by the vendor are non-binding.

(9) A defect to a part of the goods will not lead to or mean a defect to all the goods and will not entitle the purchaser to cancel the contract.

(10) The vendor gives no guarantee for used parts, equipment or parts that are subject to wear and tear.

(11) The vendor hereby assigns to the purchaser its existing guarantee claims against the external manufacturer for third-party products that it (the vendor) has procured on behalf of and supplied to the purchaser. The purchaser hereby declares that it accepts this assignment.

(12) The aforementioned paragraphs contain the full, complete and exhaustive guarantee for the products and exclude all other guarantee claims of any kind. This does not apply to damages claims arising from assurances on inherent characteristics.

§ 7. Spare Parts

The vendor will supply the relevant spare parts at the applicable spare part prices for a period of five years following delivery of a machine.

§ 8. Retention of Title

(1) Until all claims (including any balance claims from current account) to which the vendor is entitled for any reason in law whatsoever against the purchaser, either now or in the future, have been fulfilled, the vendor is granted the following securities which it will, at its option, release on request if their value permanently exceeds the value of the claims by over 20%.

(2) The goods remain the property of the vendor. Processing or remodelling will be carried out at all times for the vendor as a manufacturer; however, this will not entail any obligation for the vendor. If the vendor's co-ownership expires due to merging or connection, it is agreed here and now that the purchaser's co-ownership as percentage value of the unified item (book value) will transfer to the vendor. The purchaser will store the vendor's (co-owned) product free of charge. Goods to which the vendor is entitled to any (co-)ownership will be referred to below as reserved goods.

(3) The purchaser is entitled to process and sell the reserved goods in the course of normal business provided it is not in arrears. Pledging or assignment as security is not permitted. The purchaser assigns here and now all claims by way of security (including any balance claims from current account) arising from the resale or any other reason in law (insurance, prohibited actions) in respect of the reserved goods to the vendor in their entirety. The vendor authorises the purchaser revocably to collect claims assigned to the vendor on its own account and on its own behalf. This collection authority may be revoked only if the purchaser fails to duly fulfil its payment obligations.

(4) In the event of access to the reserved goods by third parties, in particular in the form of seizure, the purchaser will inform the third parties of ownership by the vendor and inform the vendor immediately so that it (the vendor) may enforce its ownership rights. If the third party is not able to reimburse the vendor for the resulting court or out-of-court costs in this connection, the purchaser will be liable for these.

(5) In the event of non-contractual conduct on the part of the purchaser – in particular arrears of payment – the vendor will be entitled to take back the reserved goods or, if necessary, demand assignment of the purchaser's surrender claims against third parties. Taking back or pledging the reserved goods by the vendor will not constitute withdrawal from the contract.

§ 9. Payment

(1) Unless otherwise agreed, the vendor's invoices are payable without deduction within 30 days after

issue. If the purchaser pays within 10 days after the invoice has been issued, it will be entitled to deduct 2 % discount from the invoice amount. Any retrospective deduction of discount is not permitted. Payment for repair and service work is due immediately and without deduction after the invoice has been issued. Contrary to any deviating provisions of the purchaser, the vendor is entitled to initially offset payment against older debts and will inform the purchaser of the nature of the offsetting. If costs or interest have been incurred, the vendor will be entitled to initially offset the costs, then the interest and finally the principal claim from the payment.

(2) A payment will not be deemed to have been made until the vendor can access the amount. In the case of cheques or bills of exchange, payment will not be deemed to have been made until the cheque or bill of exchange has been credited irrevocably.

(3) Payment by bill of exchange requires explicit prior approval by the vendor. Costs and expenses are at the expense of the purchaser. The purchaser also bears the risk of timely presentation and protest.

(4) If the purchaser falls into arrears, the vendor will be entitled to charge interest at the statutory rate – currently nine percent (9 %) over the applicable base lending rate of the Deutsche Bundesbank – as lump-sum compensation from the applicable date. The vendor may produce evidence of any higher damage.

(5) If the vendor becomes aware of circumstances that cast doubt on the purchaser's creditworthiness, if the purchaser stops its payments or if the vendor becomes aware of other circumstances that cast doubt on the purchaser's creditworthiness, the vendor will be entitled to declare all the remaining debt immediately payable, including if it has accepted cheques or bills of exchange. In this case, the vendor will also be entitled to request advance payments or sureties.

(6) The purchaser is entitled to offset claims, retain title and reduce the purchase price of goods, including if notices of defects or counter-claims are asserted, providing the counter-claims can be established in law or are undisputed.

§ 10. Design Modifications

The vendor reserves the right at any time to make changes to design and products or to change the shape, colour or weight of products; however, it is not obliged to make these alterations to products which have already been delivered.

§ 11. Patents and Copyright

(1) The vendor will release the purchaser and its customers from claims arising from breaches of copyright, trademarks and patents unless the design of a product as delivered originates from the purchaser. The vendor's indemnity obligation is limited to foreseeable damage in respect of the amount. An additional condition for indemnity is that conducting legal disputes will be left to the vendor and that the alleged breach of rights is attributable exclusively to the method of construction of the vendor's products as delivered without being connected to or used with other products.

(2) The vendor is, at its option, entitled to be released from the obligations assumed in Subparagraph 1 by either

a) obtaining the necessary licences in respect of the allegedly breached patents or

b) making an altered product or parts thereof available to the purchaser which, in the event of any exchange for the infringing product or its part, eliminates the allegation of breach of patent concerning the product.

(3) The vendor reserves its rights of ownership and copyright to drawings, sketches, catalogues, plans and other documentation. These may not be made accessible to third parties without the written permission of the vendor and are to be immediately returned on request.

§ 12. Confidentiality

Unless otherwise explicitly agreed in writing, the information distributed to the vendor in connection with orders is not deemed to be confidential.

§ 13. Limitation of Liability

Damages claims arising from defective performance or from unauthorised actions against both the vendor

and its employees will not be recognised except in cases of wilful intent or gross negligence. This will also apply to damages claims for non-performance but only to the extent that the replacement of indirect or consequential damage is requested unless liability is based on an assurance intended to protect the purchaser against the risk of such damage. All liability is limited to foreseeable damage at the time the contract is signed. In all cases, liability on the part of the vendor in accordance with the German Product Liability Act and other claims based on product liability will remain unaffected.

§ 14. Applicable Law; Place of Jurisdiction; Partial Nullity, Ancillary Agreements

(1) The law of the Federal Republic of Germany applies to these Conditions of Business and all legal relationships between the vendor and the purchaser, including the provisions of the UN Convention on the International Sale of Goods (CISG).

(2) If the purchaser is a merchant within the meaning of the German Commercial Code, is a legal entity in German public law or is a special public fund in German law, the registered offices of the vendor will be the exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship. The vendor is at liberty to bring legal action against the purchaser at the place of latter's registered offices.

(3) If any provision of these Conditions of Business is or becomes invalid, void or unenforceable, in whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. In place of the void, invalid, inoperable or unenforceable provision of the Conditions of Business, the parties shall endeavor to agree by negotiation upon a provision that is reasonable in terms of place, time, measure and by law and jurisprudence and that, to the extent legally possible, comes as close as possible to what was intended by the parties in terms of the meaning and purpose of the invalid provision. The foregoing shall apply accordingly to any omissions in these Conditions of Business.

(4) Ancillary agreements or amendments to these General Terms and Conditions of Business must be in writing.

23.07.2021

Schütz Dental GmbH

General Terms and Conditions Siladent GmbH

Siladent Dr. Böhme & Schöps

Im Klei 26

D-38644 Goslar (Germany)

[General Terms and Conditions](#)

§ 1. Preliminary remarks

The following conditions apply to all contracts, deliveries and services, including consulting services, information and similar. They shall therefore also apply to all future business relations, even if they are not expressly agreed again. Conflicting terms and conditions of purchase of the seller shall not apply unless we have expressly objected to them. Any agreements deviating from these terms and conditions must be confirmed by us in writing to be effective. Should individual provisions be invalid, the validity of the remaining provisions shall not be affected.

§ 2. Offers, orders and prices

Our offers are subject to change with regard to price, quantity, delivery period and delivery possibility.

Unless expressly agreed otherwise, our prices are valid at the time of receipt of the order. Irrespective of the total costs of the order, costs for processing or orders are incurred in each factory. Our processing costs are not covered for orders with a value of less than € 150.00. In this respect we charge an additional processing fee of 15.00 €. Please reduce your own administrative costs and combine several small orders into one order.

§ 3. Deliveries

All deliveries by truck shall be made in accordance with INCOTERMS 2020 ‚DAP‘ (Delivered At Place) – but on the basis of the conditions of the respective carrier – at the risk of the seller with a carrier or parcel service of his choice, unless the buyer wishes another preferred mode of transport to be used in accordance with Incoterms 2020. All deliveries made by sea or air transport shall also be made in accordance with one of the INCOTERMS 2020 at the seller’s option or in accordance with the buyer’s specification. Additional costs arising from special shipping requests of the buyer shall be borne by the buyer. We will endeavour to meet the stated delivery times as far as possible without assuming any liability for this. Should a delay in delivery occur, the buyer can only withdraw from the contract if he has set a reasonable grace period of at least 4 weeks for performance. War, operational disruptions or interruptions in sales, orders from above or other cases of force majeure such as strike, lockout or shortage of labour, which reduce or prevent production and dispatch at our or our suppliers’ premises, release us from the obligation to deliver for the duration of the disruption and to the extent of its effect, or entitle us to withdraw from the contract in part without the buyer having any claims for damages.

§ 4. Packaging

The prices stated are ex works including packaging.

§ 5. Warranty, complaint

It is incumbent on the accepting party to immediately carry out a careful incoming goods inspection with regard to the goods delivered to him and with a view to safeguarding claims against the bearer and the respective insurers. We can therefore only consider complaints by the customer if they are made in writing within 14 days of receipt of the goods at their destination, unless the defects are not apparent. If the defects only become apparent during application, use or processing, the complaint must be made in writing within 14 days, stating all circumstances. We are only obliged to make a replacement delivery within the statutory warranty period if the goods delivered by us have material defects or if warranted characteristics are missing. The rejected goods may only be returned to us with our consent. We will remedy justified defects at our discretion by a price reduction, exchange or by taking back the goods. Further claims against us, regardless of the legal basis, in particular for compensation for consequential damages and for negligent breach of secondary contractual obligations, are excluded. The obligation to pay damages shall not apply if we are not given an opportunity to inspect the goods and no reasonable delivery period is set thereafter.

§ 6. Payments

The terms of payment depend on the contract, usually advance payment or 30 days net. Fees for international bank transfers are generally charged to the client. Any fees nevertheless incurred will be charged to the client subsequently.

§ 7. Reservation of proprietary rights

The goods remain our property until all our claims, including future claims arising from the business relationship with the buyer, have been satisfied in full. If the buyer does not fulfil his obligations to us despite a reminder, we are entitled to demand the return of the reserved goods to us without the need for an extension of the deadline or a declaration of withdrawal. Taking back the reserved goods shall only constitute a withdrawal from the contract if we have expressly declared this in writing. The ownership extends to the products resulting from the processing. The processing shall be deemed to have been carried out without the buyer having any claims arising from the processing and securing of the reserved goods.

He is obliged to keep the goods for us and to insure them sufficiently against loss, theft or damage. He hereby assigns his claims arising from the insurance contracts to us in advance. If the buyer does not fulfil his obligations to us, he may use the delivered goods and the objects created by processing in the ordinary course of business, but without any claim to pledge or security. The buyer must reserve ownership of the goods to which he is entitled vis-à-vis his customers until they have paid the purchase price. If the buyer processes third-party goods that do not belong to us, we shall be entitled to co-ownership of the new item in proportion to the invoice value of the processed goods. The buyer hereby assigns to us in advance all his claims, ancillary and security rights to secure the resale of the goods subject to retention of title. If we are only entitled to a share of the goods subject to retention of title, the share of the claims from the sale to be assigned to us shall be determined by our share of ownership. If the goods subject to retention of title are sold together with goods owned by third parties at a total price, the purchase price claim shall only be deemed to be equal to the proportionate amount of the value of the conditional raw materials. The buyer is entitled to collect the claims from the resale as long as he fulfils his payment obligations to us according to the contract. At our request, he must inform us of the debtors affected by the assigned claim. If the realisation of our claims appears to us to be at risk, we may notify the debtors of the assignment of the claim. The buyer must inform us immediately if third parties have access to the reserved goods or the assigned claims. As soon as our claims arising from the business relationship have been paid in full, ownership of the goods subject to retention of title shall immediately pass to the buyer and he shall be entitled to the assigned claims.

§ 8. Protection of proprietary rights

If goods delivered by us are processed which bear a brand name, our brand name may only be used on the goods manufactured from it with our express prior consent. The same applies to the use of our product names and brand names in advertising materials, price lists and other business documents.

§ 9. Liability

Unless otherwise provided above, we and our vicarious agents and assistants shall be liable for claims for damages by the customer arising from positive breach of contract, breach of duties during contract negotiations and tort for personal injury and damage to property in accordance with the applicable statutory provisions of the Federal Republic of Germany. Liability for financial losses is excluded.

§ 10. Scope of application, place of performance, place of jurisdiction

The law of the Federal Republic of Germany shall apply to all business and legal relations between us and the buyer, excluding the United Nations Convention on Contracts for the International Sale of Goods. If the buyer is also a merchant, but not a merchant within the meaning of § 4 of the German Commercial Code (HGB), or is a legal entity under public law, the agreed place of performance for deliveries and services shall be the seller's registered office and the agreed place of jurisdiction shall be Goslar, Germany.

January 2022

Terms and Conditions Dreve Dentamid GmbH

Dreve Dentamid GmbH
Max-Planck-Str. 31
59423 Unna (Germany)

[Terms and conditions](#)

§1. Application

(1) This Standard Terms and Conditions shall exclusively apply for all services and supplies also for orders in our Online shop, unless otherwise agreed to in writing by both parties.

(2) Our General Terms and Conditions shall also govern all future transactions without any need of express reference thereto or agreement thereon at the conclusion of such transaction and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.

(3) The provisions of these Terms and Conditions extend to standard contract conditions which are used in a contract with a merchant in course of business only.

(4) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document of information issued by the seller shall be subject to correction without any liability on the part of the seller.

(5) As far as we made individual agreements with the Purchaser, these have priority over our Terms and Conditions.

§ 2. Offers, Acceptance

(1) Our offers shall not be binding in particular with reference to quantities, price and delivery time.

(2) Orders placed by the Purchaser shall not be regarded as accepted before these have been confirmed by us in writing. If we should fail to confirm an agreement in writing which we have entered into verbally or in a telephone conversation, then our invoice shall be regarded as confirmation.

(3) The presentation of goods in the online shop does not constitute a binding application for the conclusion of a purchase contract. Rather, it is a non-binding request to order goods in the online shop. By clicking on the button ["order now for payment" / "buy"] you make a binding offer.

§ 3. Prices

(1) Our prices are ex works, in EURO exclusive of any statutory VAT which shall be payable at the date of delivery and exclusive costs of packaging and delivery, except as otherwise expressly agreed upon.

(2) If, as a result of a change of law between the agreement date and the delivery date, additional or increased charges, such as but not limited exchange rate fluctuations, currency regulations, jumps in inflation, changes in customs rates, significant increases in material or manufacturing costs, changes in suppliers, widespread illnesses, epidemics and pandemic shall be payable, then we shall have the right to increase the purchase price accordingly.

§ 4. Invoices

Invoices may send via post or e-mail at our option. The client agrees to the electronic transmission of the invoices. Invoices are sent electronically in pdf format to the Client's e-mail address. On request the invoice can be sent as a printed hard copy invoice.

§ 5. Payment

(1) Payment shall be made within 30 days net from date of invoice. New export customers are only supplied after payment is received, i. e. cash in advance.

(2) We shall accept promissory notes and checks only upon specific arrangement and only on account of payment. Any fees for discount bills or promissory notes shall be at the expense of the Purchaser and immediately payable.

(3) If the invoice amount shall not have been settled within 30 calendar days after the date of invoice or as at another due date, we shall have the right to recover default in a proven amount without the need to a separate warning notice, but in any event an amount equaling 5 % above the base rate of the European Central Bank.

(4) From the second reminder we will charge a handling fee of 5 €. The handling fee will be 8 € for the third reminder, 10 € for the fourth and 15 € for the fifth and last reminder. The Purchaser is permitted to show that damage has either not occurred or is less than the lump sum.

(5) The Purchaser shall be entitled to offset only insofar as the Purchaser's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The Purchaser is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

§ 6. Quantity, Quality, Labelling

(1) At all times, we shall have the right for custom-made products to supply 10 % more or less than the agreed amount.

(2) We shall have the right to reasonable delivery in instalments.

§ 7. Shipment, Delivery

(1) Unless otherwise agreed in writing, delivery shall be FCA Incoterms 2020.

(2) Delivery is conditioned upon timely and proper performance of all duties of the Purchaser. Defenses based on non-performance of the contract are reserved.

(3) The goods shall be transported insured and in any event at the risk of the Purchaser. This shall also apply in cases of any delivery free of charge and regardless of which means of transport shall be used. A transport insurance shall be provided. Any costs arising therefrom shall be at the expense of the Purchaser only.

(4) The selection of the place of dispatch and the transport route and the means of transport shall, in the absence of any written arrangement dictating otherwise, be subject to our reasonable discretion and be without liability for the cheapest and fastest transport.

(5) If the Purchaser provides the means of transport, then he shall be responsible for its availability on time. We shall immediately be informed of any delays. Any costs arising therefrom shall be at the expense of the Purchaser.

(6) At all times our delivery obligation shall be subject to timely and orderly receipt of the goods from our own suppliers.

(7) Unless otherwise expressly agreed in writing, any indicated time of delivery or unloading shall be non-binding.

(8) Any inability to supply as a result of force majeure or other unforeseen incidents outside our responsibility including, without limitation, acts of public authorities, subsequent cease of export or import opportunities and natural disasters, such as volcanic eruptions, storms, floods, earthquakes or other events, such as wars, riots, terrorist attacks, boycotts, strikes, lockouts, shortages of materials or even epidemics and our reservation of timely supply from our own supplies in accordance with subsection (6) above shall, for their duration and in accordance with their impact, relieve us from the obligation to comply with any agreed time for delivery and unloading. Further, the above inability to supply gives us the right to withdraw from the contract without giving the right to the Purchaser to claim for indemnity or other rights.

(9) If any agreed time of delivery or unloading shall be exceeded and there shall be an incident referred to in subsection (8) above, then the Purchaser must specify to us a reasonable cure period of minimum two weeks. If we shall fail to meet such deadline also, then the Purchaser shall have the right to rescind the agreement but shall have not right to seek compensation for breach of contract or default unless in cases of willful misconduct or gross negligence on our part.

§ 8. Warranty

(1) Precondition for any warranty claim of the Purchaser is the Purchaser's full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code).

(2) Warranty claims shall be time-barred after 12 months of the passage of risk.

(3) In case of non-conformity of the goods the Purchaser is entitled to alternative performance in the form of subsequent improvement or delivery of conforming goods. If such alternative performance has failed, the Purchaser is entitled to reduce the purchase price or to withdraw from the contract.

(4) The warranty obligation does not refer to natural wear and tear nor to damage occurring after the transfer of risk due to improper or unsuitable handling, excessive stressing, unsuitable operating material, and chemical, electrochemical or electrical influences of a nature not provided for according to the

contract. On improper alterations or repairs or maintenance carried out by the Purchaser or third parties our warranty obligations and liability for consequences caused thereby are rendered void.

(5) Our retreated units are thoroughly checked before they are sold. Anyhow, we are not liable for any material deficiency.

§ 9. Liability

In case of intention or gross negligence, also on part of any persons assisting us in the performance of their obligations, we shall be liable in accordance with the applicable laws.

(1) The same shall apply in case of a damage caused by negligent violation of life, body or health.

(2) In case of a damage to property or a financial damage, we as well as any persons assisting us in the performance of obligations, shall only be liable in case of breach of an essential contractual obligation, subject, however, to a maximum amount equal to the damage which was foreseeable at the time of conclusion of the contract and typical for the contract; essential contractual obligations within the aforesaid meaning are such obligations the fulfilment of which is a prerequisite for performance of the contract and which the other party may generally expect to be complied with.

(3) Liability according to the German Product Liability Act and the German Equipment and Product Safety Act remain unaffected.

§ 10. Privacy

For all information in connection with the handling of personal data, we refer to our separate privacy policy: <https://dreve.de/en/footer/privacy-notice/>

§ 11. Retention of Title

(1) We retain title to the goods until receipt of all payments in full. In case of breach of contract by the Purchaser including, without limitation, default in payment, we are entitled to take possession of the goods.

(2) The Purchaser shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.

(3) As long as the purchase price has not been completely paid, the Purchaser shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances.

(4) The Purchaser may resell goods subject to the above retention of title only in the course of his regular business. For this case, the Purchaser hereby assigns all claims arising out of such resale, whether the goods have been processed or not, to us. Notwithstanding our right to claim direct payment the Purchaser shall be entitled to receive the payment on the assigned claims. To this end, we agree to not demand payment on the assigned claims to the extent the Purchaser complies with all his obligations for payment and does not become subject to an application for insolvency or similar proceedings or to any stay of payments.

(5) Insofar as the above securities exceed the secured claim by more than 10 %, we are obligated, upon our election, to release such securities upon the Purchaser's request.

§ 12. Export control / product registration / import specifications

(1) All goods delivered by us are – unless otherwise agreed – destined for the Federal Republic of Germany or, if we agreed to delivery to a country other than Germany, to that country as first delivery.

(2) The export of certain goods by the Purchaser from there can – e. g. based on their type or purpose or final destination – be subject to the procurement of permits. The Purchaser is obligated to strictly observe the relevant export regulations and embargos for these goods, particularly the European Union (EU), Germany and/or other EU member states as well as, if applicable, the USA or Asian or Arabian countries, if he exports the products supplied by us. In addition, the Purchaser is obligated to ensure that he procures the necessary national product permits or product registrations prior to the export in a country other than the agreed first country of delivery and that the specifications incorporated in the national laws of the respective country for the provision of user information in the national language as well as all import

regulations have been fulfilled.

(3) The Purchaser shall particularly verify and ensure that

- the provided products are not destined for an armament-relevant, nuclear-technical or weapon-technical purpose;
- no companies and persons listed in the US-Denied Persons List (DPL) are supplied with US-origin goods, US software and US technology;
- no companies and persons listed in the US-Warning List, US-Entity List or US-Specially Designated Nationals List are supplied with US-origin products without relevant permit;
- no companies and persons are supplied who are specified in the list of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the EU Terrorist List or other relevant negative lists for export control;
- no military recipients are supplied with the products delivered by us;
- no recipients are supplied who have violated other export control regulations, particularly the EU or ASEAN states;
- all early warning notifications of the relevant German or national authorities of the respective country of origin of the delivery are observed.

(4) The access to and usage of goods delivered by us may only occur if the above-mentioned checks and safeguarding has occurred through the Purchaser; otherwise, the Purchaser has to refrain from the intended export and we are not obligated to perform.

(5) The Purchaser is obligated to commit these third parties upon the transfer of the goods supplied by us in the same manner as specified in no. 12.1–12.4 and to inform them of the necessity to comply with such statutory provision.

(6) In the event of agreed delivery outside of the Federal Republic of Germany, the Purchaser ensures at his expense that he, and with respect to the goods to be delivered by us, fulfils all national import conditions of the first country of delivery, unless we have contractually assumed the import status, and that this is legally admissible according to the laws of the respective country.

(7) The Purchaser exempts us from all damages and expenditures resulting from the culpable violation of the obligations according to no. 12.1–12.5.

§ 13. Final Provisions

(1) This contract shall be governed by the laws of the Federal Republic of Germany excluding the Convention on Contracts for the International Sale of Goods.

(2) Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Unna/Germany.

(3) The invalidity of any provision of these general terms and conditions shall not affect the validity of the other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that shall be suitable to implement the economic purpose of the deleted provision to the greatest extent possible.

End of form

Date: November 2020 Dreve Dentamid GmbH

Terms and Conditions MIHM-VOGT

§ 1. General provisions

The following provisions shall apply to all quotes and deliveries and shall become an inseparable part of the contract with the customer. Any opposing purchasing conditions of the customer are herewith rejected, even if they are not expressly excluded by us.

§ 2. Quotes

Our quotes are subject to change, even when issued in writing. The documents that form part of the quote, such as illustrations, drawings, weights and measurements, shall only be binding when expressly stated. We reserve all ownership and copyright to cost estimates, drawings and other documents. Any freight rates are quoted separately on the offer and are subject to change. The freight cost on the day of shipping is applicable. Any differences in cost are to be compensated by the purchaser.

§ 3. Order confirmation

The type and scope of the delivery is defined by our written order confirmation. If our quote is accepted by the purchaser without any changes within the stated period of validity and there is no timely order confirmation, the scope of delivery shall be according to our quote. Changes in the appearance of the goods delivered are to be accepted as according to contract, if these are considered as reasonably acceptable to the purchaser and within the usual technical standards.

Supplementary agreements and variations must be confirmed in writing.

§ 4. Representatives

Orders placed either directly by the purchaser or through one of our representatives shall not be deemed as accepted until confirmed by us in writing.

§ 5. Prices

The prices in our price lists are price recommendations subject to change. The prices valid on the day of delivery, having been timely communicated to the purchaser by order confirmation, shall be invoiced. Possible cancellations of orders due to a price difference between the purchase order and the actual prices as confirmed by us shall be effected within 7 days.

Advance payments are instalment payments to be set against the valid sales price. Prices shall be quoted "Ex Works Stutensee" (INCOTERMS 2020), exclusive of value-added tax.

§ 6. Packaging

Packaging shall be charged at our cost price. Disposal costs shall not be included in the price and must be borne by the recipient. We shall only accept returns of packaging for freight-paid deliveries.

§ 7. Time of delivery

The delivery period stated on the order confirmation shall commence only after the supply by the purchaser of any documents required, such as approvals and clearances (if required) and not before any agreed payment has been made. Should a product not be available, the purchaser shall be informed without delay and any prepayments shall be returned. The delivery date shall be considered timely if the goods have left the factory at the agreed date or when the goods are ready for dispatch and the purchaser has been notified. If an agreed delivery period is exceeded by more than four weeks, a suitable appropriate subsequent delivery date shall be agreed. If the delivery has not been completed at the subsequent delivery date, the purchaser has the right to rescind the agreement. The purchaser must declare its rescission without delay after the lapsed subsequent delivery period. Adherence to the due delivery date requires compliance with all relevant contractual obligations by the purchaser.

§ 8. Delivery and transfer of risks

In the case of delivery “Ex Works Stutensee”, shipping is at the risk of the customer. Any damages to the goods or losses during transport must be stated on the waybill by both the carrier and the recipient on receipt of the delivery. Transport insurance is only taken out at the purchaser’s express request and charged separately. In all other cases, the delivery is not insured. We are not obliged to carry out deliveries to any other addresses than the purchaser’s invoice address. If this nevertheless occurs, any such deliveries shall be deemed duly delivered ex works. Any notifications of defect regarding the quantity or condition of the goods, insofar as they relate to obvious defects, shall be submitted in writing within 14 days from receipt of the goods, whereby the date of dispatch shall determine whether a notification has been submitted in good time.

§ 9. Payments

Invoices are payable within 10 days with a 2% discount, or within 30 days net without any deduction. Different payment periods may be agreed. Settlement is to be effected by bank transfer for the full invoice amount. Cheques are not accepted as cash payment. Our invoices are considered as having been accepted if not contested in writing within 30 days from the invoice date. Invoices for services (repairs and other wage-based work) and goods with a net invoice value of €110.00 must be paid net within 14 days. In the event of a delay in payment, we will charge default interest at a rate of 9% above the base interest rate. During a period of default in payment, no further deliveries will be effected by us. Payments are always made and set against the oldest debt. In the event of a significant deterioration of the purchaser’s assets affecting his creditworthiness, such as for example the suspension of payments, liquidation, transfer of ownership, insolvency or seizure of goods by creditors, we are entitled to demand prepayment of the full contractual sum or a collateral of the same amount, or to rescind the agreement, or, if the invoice amounts to less than €10,000.00 to request cash payment on collection of the goods. Repeated late payments by the customer entitle us to revise our payment conditions.

§ 10. Retention of title

We retain title to all delivered goods until payment by the purchaser of all debts including all interest and costs resulting from the business relations, particularly any balances on open credit accounts. On sale of the goods to a third party, all applicable rights against the third party buyer are to be assigned to us until we have received full payment. In all cases, the purchaser shall expressly reserve all ownership rights in our favour against third party buyers. Accordingly, all payments received by the purchaser for the assigned receivables shall be held separately at our disposal. The purchaser shall not be permitted to have the goods seized or to pledge them as collateral and shall trade with them only in the ordinary course of business under retention of title, until full payment has been received. In as far as the value of all goods under retention of title exceeds the invoice amount by 20%, we may release part of the goods from the retention at the purchaser’s request. The purchaser shall inform us immediately of any seizure of the goods by other creditors. We are entitled to seize any goods subject to our retention of title. Our seizure of goods does not constitute a rescission from the agreement. The purchaser shall inform us without delay of any compulsory enforcement measures by third parties in relation to the goods under retention of title or the assigned receivables, and provide us with the documents required to lodge a protest. In the event of cessation of payments, filing insolvency proceedings or judicial or extra-judicial settlement proceedings the purchaser shall forfeit any resale or usage rights and any authority to collect the assigned receivables.

§ 11. Liability for defects

Defect liability claims on the part of the purchaser are conditional upon the purchaser having duly met its inspection and defect reporting obligation as set out in section 377 of the German Commercial Code (HGB). We assume liability for any defects present in the goods for a period of one year following delivery of the goods. Any defects for which we are liable occurring during this period shall be rectified free of charge either by repairing the defects at our premises or by having them repaired by one of our authorized service partners or by supplying replacement parts, which shall be at our own discretion. If we are not willing or are not in a position to rectify the defect or supply a replacement, or if any further repair

attempts by us are considered to be unreasonable for the purchaser, the purchaser shall be entitled to choose between a reduction of the purchase price or the right to rescind the agreement. The right to claim liability for defects applies only to the purchaser and is forfeited upon resale of the goods. Any liability for defects shall also lapse if the goods have been interfered with or repaired by a third party. Damages resulting from fair wear and tear, abnormal operating conditions, overloading or improper use are not covered by our liability for defects.

§ 12. Exclusion of liability

We are only liable in cases of willful intent and gross negligence and the Product Liability Act, if the goods were faulty when placing them on the market. In cases of slight negligence, we are only liable for any foreseeable damages typically occurring under the contract. We are also liable when breaching material contractual obligations necessary for the implementation of the contract and relied upon by the purchaser. Our exclusion of liability does not apply in the case of bodily injury or death or damage to health. Furthermore, liability is not excluded if we have provided a guarantee for a particular property of the goods or if a defect has been fraudulently concealed. Our goods are produced in accordance with the generally approved practices of engineering applicable in the Federal Republic of Germany. We shall not be liable for compliance with any special requirements that may be in place for the purchaser. In the case of slight negligence, our aggregate liability under the contract, irrespective of any legal principle, in as far as legally admissible, shall be limited to the contract-typical foreseeable damage. This shall not exceed the value of the contract or a maximum amount to be agreed separately between the parties. In the case of slight negligence neither party shall be liable for indirect or consequential damages, such as pecuniary losses through loss of production or loss of profit.

§ 13. Returns

Insofar as we have accepted in writing the return of brand new, fault-free goods that were ordered from us but are no longer needed by the purchaser, the goods shall be returned at the purchaser's own risk and cost. The invoice amount will be credited to the purchaser less a handling charge. The handling charge for equipment and spare parts shall amount generally to €50.00 and for accessories and consumables €25.00. Should the actual cost exceed this amount, we shall be entitled to charge the higher fee. A right to furnish proof of lesser costs shall be reserved to the purchaser.

§ 14. Disposal of scrap goods

The purchaser undertakes to take back scrap appliances and dispose of them correctly at its own cost in accordance with the German Electrical and Electronic Equipment Act (ElektroG). We are not obliged to accept or take back scrap goods from the purchaser.

§ 15. Confidentiality

Both contractual parties undertake to keep confidential all documentation and information provided by the other party before, after or during the performance of the contract. They shall make the necessary arrangements, also with respect to their personnel, to ensure the confidentiality of such documentation. No such information shall be passed to third parties without the prior written consent by the disclosing party. The obligation of confidentiality does not apply to information which at the time of disclosure was already known, for which a written permission was in place, or which was created independently from the recipient. The burden of proof lies with the recipient.

§ 16. Sales to government offices and public bodies

We provide assistance with retail activities, also for the advertisement and delivery of goods to government offices and public bodies. However, this does not prejudice our ability to act as a provider and vendor towards this customer group ourselves.

§ 17. Data protection

We are committed to treat the personal data of the purchaser according to the conditions of the Federal

Data Protection law and the European Basic Data Protection Order (DSGVO). Where required by law, the clarification and declaration of consent required under the DSGVO will be sent to the purchaser separately for his acceptance.

§ 18. Severability

If a provision in these Terms and Conditions is or becomes invalid, the validity of all other provisions shall remain unaffected. In as much as legally admissible, the parties shall replace the invalid condition with a provision which comes closest to the purpose of the invalid condition.

§ 19. Place of performance and jurisdiction

The place of performance shall be Stutensee-Blankenloch, Germany. The place of jurisdiction for all legal disputes arising from the contractual relationship shall be the competent court in Karlsruhe, Germany. This agreement is governed solely by German law under exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods).

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