

GTC

General Terms and Conditions

General Conditions of delivery

Of the company Dently GmbH with companies as defined by § 14 BGB



1) Scope

1. The following conditions apply to all transactions, entrepreneurs, legal persons of public law or public special funds as defined in § 310 paragraph 1 BGB. Dently is not bound by the buyer's terms of purchase, even if Dently does not expressly reject them.
2. These conditions also apply to all similar future transactions until business partner is provided with new conditions by Dently GmbH.

2) Offer and conclusion of contract

Provided that an order complies with § 145 BGB (German Civil Code), Dently can accept the order within a period of two weeks. Dently may decide whether to accept the order explicitly by order confirmation or implicitly by order fulfillment.

3) List of delivered documents

All documents submitted to the purchaser in connection with the assignment of the order, such as calculation, drawing etc., we reserve the right of property and copyrights. These documents may not be made accessible to third parties, unless we give the customer our written agreement for that. If we do not accept the offer of the purchaser within the time limit of § 2, these documents shall be returned to us without any delay.

4) Prices and payment

1. Dently's price lists are subjected to alteration, unless a fixed price has been contractually agreed, and are quoted net in euros ex works, excluding delivery costs, transport insurance and packaging. All prices are VAT excluded. Costs for shipping and packaging are billed or reported separately.
2. Payment of the purchase price must be made exclusively on the account stated on the invoice. Discount interest are borne by the buyer.
3. Provided that an agreement to the contrary has not been made, Dently invoices should be paid within 30 days of the invoice date, net without any deduction. The legal regulations in §§ 286/288 of the BGB (German Civil Code) apply if payment is not made on time.
4. Dently reserves the right to modify or adjust its prices accordingly and to charge different price than listed without prior notice if there are substantial price increases due to a more expensive raw material or higher labor costs, considering that there is no contractual fixed price agreement.

5) Return shipment, compensation and retention of title

The customer is entitled to compensation only if his counterclaims are legally established or undisputed. He is entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

Goods returned by the purchaser require our prior consent. Dently can not accept the return of medical products, discontinued products and products with a specific expiry date.

For goods which have been manufactured, modified or procured according to the specifications of the purchaser, a redemption is only possible in case of a legitimated defect.

6) Delivery time

1. Dently is entitled to dispatch and invoice part deliveries, even if there is no agreement to this effect. The recipient always bears responsibility for delivery costs and risks, even if it has been specifically agreed that the delivery costs will be borne by Dently. Insurance costs are generally borne by the customer. Delivery times and deadlines shall be extended correspondingly as a result of any delays for which the customer is

responsible, e.g. delays in prepayment, granting approval or submitting documents. The buyer has no right to claim for damages because of such a delay.

2. The delivery deadlines agreed shall be binding. In order to meet the delivery deadline or lead time, it is important that the goods are received at the receiving center or location specified by us or that the goods are successfully accepted on time.
3. If the purchaser is in default of acceptance or if he culpably infringes any other obligation to cooperate, we are entitled to demand compensation for the damage incurred, including any extra charges. We reserve the right to make further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased goods is transferred to the purchaser at the time when the customer has been in default or default.
4. Even if delivery times and deadlines have been contractually agreed, Dentify can not be held responsible for delays in delivery times and deadlines due to force majeure or other eventualities that considerably delay delivery or make it impossible, in particular in instances of any kind of force majeure. The same applies if our suppliers are affected by similar circumstances. In such instances Dentify is entitled to extend the delivery time by a reasonable period. The buyer has no right to claim for damages because of such delay. Dentify shall inform the buyer if such circumstances arise.
5. Other legal claims and rights of the customer due to a delay in delivery shall remain unaffected.

7) Transfer risks and dispatching

1. All deliveries take place at the purchaser's risk even when we bear the freight charges. Our obligation to deliver shall be considered as fulfilled when the goods are handed over to the carrier or, if the purchaser is collecting them, when they have been made ready for collection. Unless otherwise agreed, we shall choose the method and route of shipment. Additional costs arising due to special shipment-related requests on the part of the purchaser shall be borne by same. We shall endeavour to comply with the indicated delivery deadlines to the greatest extent possible, without assuming liability for this. War, plant interruptions or interruptions in the sales/marketing department, dispositions decreed from above or other Acts of God such as strikes, lockouts or a lack of workers, which reduce or prevent manufacture and shipment on our part or on the part of our suppliers, shall release us for the duration of the disruption and to the extent of its effectiveness from the obligation to deliver or shall entitle us to partially withdraw from the contract without claims to compensation arising to the purchaser.
2. Title to all delivered goods shall remain vested in Dentify and shall not pass to the buyer until all requests for payment by Dentify have met in full, even though the purchase price may have been paid in the case of specific payment requests.
3. If shipment is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the date of dispatch.
4. At the request of the customer, the consignment is insured by the supplier at his expense according to his information.

8) Reservation of proprietary rights

1. The goods shall remain our property until all of our debt claims, including future debt claims, arising from our business relationship with the purchaser have been satisfied in full. Should the purchaser not fulfil his obligations to us despite being sent a reminder, we shall be entitled to request that the conditional commodities be returned to us, without extending the payment deadline or providing notice of withdrawal. Repurchase of the conditional commodities shall include withdrawal from the contract only if we have expressly declared this to be the case in writing. Ownership shall extend to the products created by means of processing. We shall consider processing to have occurred without claims arising to the purchaser as a result of the conditional commodities being processed and safeguarded.
2. The customer shall be required to keep the goods safe for us and to insure them adequately against lost, theft or damage. He shall hereby assign to us in advance his claims arising from the insurance contracts. Should the purchaser not comply with his obligations with respect to us, then he may use the delivered goods and the objects created as a result of processing them during the course of proper business, but shall not be entitled to pledges and security considerations. The purchaser must retain ownership in the goods to which he is entitled with regard to his purchasers until the latter have paid the purchase price. When another person's goods not belonging to us are being processed by the purchaser we shall be joint owners of the new objects in relation to the invoice value of the processed goods. The purchaser shall hereby assign to us

in advance all of his claims, secondary rights and security rights, including bills of exchange and cheques, as a guarantee with regard to resale of the conditional commodities referring to § 771 ZPO. If we only own a share in the conditional commodities, then the share in the claims to be assigned to us arising from the sale shall be measured in accordance with our share in the ownership. Should the conditional commodities being sold at an overall price with goods owned by another person, then the purchase money claim shall only be considered as being assigned to the prorated amount of the value of the conditional commodities. The purchaser shall be entitled to collect the claims arising from the resale as long as he fulfils his payment obligation with regard to us in accordance with the contract. At our request he must inform us of the debtor affected by the assigned claim. Should it appear to us that realization of our claims is endangered, then we may inform the debtors of the assigning of the claim. The purchaser must inform us immediately if third parties have access to the conditional commodities or to the assigned claims. Once our claims arising from the business relationship have been paid in full, ownership in the conditional commodities shall immediately pass to the purchaser and he shall be entitled to the assigned claims. At the request of the purchaser we shall be obliged to release the claims to which we are entitled to the extent that their value exceeds that of all of the claims to be safeguarded by 25%.

3. The purchaser is entitled to resell the reserved goods in normal business transactions. The purchaser assigns the claims of the purchaser from the resale of the reserved goods to us in the amount of the agreed final invoice amount (including VAT). This assignment applies irrespective of whether the purchased item has been resold without or after processing. The customer remains authorized to collect the claim even after the assignment. Our power to collect the claim ourselves remains unaffected. However, we will not collect the receivables as long as the customer complies with his payment obligations from the revenue collected, is not in arrears with payment and, in particular, no application for opening insolvency proceedings is filed or payment is settled.
4. The processing and conversion of the purchased goods by the purchaser shall always take place on behalf of us. In this case, the purchaser's right to be entitled to the purchase is continued on the changed item. If the object of purchase is processed with other items not belonging to us, we acquire the co-ownership of the new item in the ratio of the objective value of our purchased item to the other processed items at the time of the processing.
5. The same applies to the case of mixing. Insofar as the mixing takes place in such a way that the object of the purchaser is to be regarded as the main item, it is agreed that the purchaser transfers to us pro rata co-ownership and keeps the resulting sole proprietorship or co-ownership for us. In order to safeguard our claims against the purchaser, the purchaser also assigns such claims to us, which arise from the combination of the reserved goods with a property against a third party; We are already accepting this assignment.
6. We undertake to release the securities to which we are entitled at the Purchaser's request insofar as their value exceeds the claims to be secured by more than 10%. The choice of collateral to be released is our responsibility.

9) Warranty and notification of defect as well as withdrawal / manufacturer regress

1. Warranty rights of the customer presuppose that the customer has properly and promptly fulfilled his inspection and complaint obligations pursuant to § 377 HGB (German Commercial Code) within 10 days.
2. If, in spite of all due diligence, the delivered goods exhibit a defect which already existed at the time of transfer of risk, we shall, at our option, repair the goods, or supply replacement goods, subject to timely notice of defect. We shall always be given the opportunity to supplement the product within a reasonable period. Retention claims remain unaffected by the above regulation without restriction. Prior to returning the goods our permit is to be request..
3. If the supplementary performance fails, the purchaser may - without prejudice to any claims for damages - reduce the contract price or withdraw from the contract within the scope of the statutory provisions.
4. Claims for defects shall not be insignificant except for a negligible deviation from the agreed upon condition, in case of insignificant impairment of usability, in case of natural wear and tear, as well as damage resulting from the risk transfer due to faulty or negligent handling, excessive stress, unsuitable operating means, chemical, electrochemical or Electrical influences as well as due to special external influences, which are not presupposed under the contract.
If improper repair work or alterations are carried out by the purchaser or third parties improperly, there are also no deficiencies for this and the resulting consequences.
5. The exclusion of liability shall also apply if the defect is attributable to a substance supplied by the purchaser.

6. Replaced parts become the property of the Supplier.
7. Claims of the customer due to the expenses necessary for the purpose of supplementary performance, in particular transport, path, work and material costs shall be excluded insofar as the expenses increase because the goods delivered by us are subsequently returned to a location other than the branch of the Has been placed, unless the shipment corresponds to its intended use.
8. The customer's claims for recourse against us exist only insofar as the customer has not entered into any agreements with his customer that exceed the legally compulsory claims for defects. Furthermore, Paragraph 6 shall apply mutatis mutandis to the scope of the customer's recourse against the supplier.
9. The period of limitation for claims for defects shall be 12 months, calculated from the transfer of risk.
10. The statutory period of limitation in the case of a supply regress pursuant to Sections 478, 479 BGB shall remain unaffected; It shall be five years from the delivery of the defective goods.

10) Liability for Defects, Product Liability

1. Liability, which does not arise on the delivery item itself, is excluded, irrespective of the legal basis.
2. The exclusion of liability shall not apply in case of intent or gross negligence, in the case of culpable injury to life, body or health, in the case of defects which have been maliciously concealed, in the case of a guarantee or a procurement risk; in the event of violation of essential contractual obligations or in the case of defects in the delivery item, Insofar as the product liability law for persons or property damage to privately used objects is liable.
3. In case of culpable violation of essential contractual obligations, the claim for damages in case of slight negligence is limited to the contract-typical, reasonably foreseeable damage.
4. In the event of violation of contractual obligations, such as Obligation to provide information and advice, paragraphs 9 and 10 shall be applied accordingly.
5. Insofar as the customer is entitled to claims pursuant to clause 10, these shall become statute-barred pursuant to clause 9 no. 9
6. Insofar as the liability for damages is excluded or restricted, this also applies to the personal liability for damages of our employees, employees, employees, representatives and vicarious agents.
7. We accept no liability for the non-intended use of our services and resulting damages.
8. Selling-on is strictly prohibited in countries in which specific legal regulations relating to products, in particular to the actual product, its packaging and labelling, prohibit the products, particularly the medical products manufactured by Dentify GmbH to be introduced in the same form as they are manufactured and marketed in Germany. Any particular non-product related sales regulations (advertising regulations, prescription requirements etc.) differing technical requirements or mandatory regulations in other countries should be observed by the buyer. If the buyer is culpable of disregarding these requirements, the buyer frees Dentify in internal arrangements from any claims by a third party that arise from the disregard of legal requirements relating to products and sales in other countries.
9. The buyer commits to inform us immediately of any injuries or damage, and of any incidents which could potentially have led to injuries or damage, and to send the defective product to us as quickly as possible. This applies most notably to incidents and potential incidents involving medical devices under EU Directive 93/42/EWG and the German Medical Devices Act.
10. In countries outside the European Union, the buyer should inform Dentify immediately of any problems relating to the import or use of our products because of guidelines, laws or standards. If such information is not provided, Dentify does not accept liability for any ensuing damages.

11) Other Arrangements

1. This contract between the seller and the customer is exclusively subject to the substantive law of the Federal Republic of Germany. The United Nations Convention on contracts for the international sale of goods dated April 11 1980 (CISG) does not apply.
2. The place of Jurisdiction shall be Singen (Hohentwiel) for all rights and obligations, including those arising from payment. It is agreed that all transactions shall be subject to German Law.

3. All agreements made between the parties for the purpose of the execution of this contract are set down in written.
4. In the event that individual parts of these general conditions of purchase should cease to be legally valid as a result of legislation or individual contracts, this shall not affect the validity of the remaining provisions.