

General Terms and Conditions of Business of Dentegris GmbH Niederstr. 29 DE- 40789 Monheim am Rhein

§ 1 General Scope of Validity

1. Our Terms of Business shall apply exclusively; Buyer terms that contradict our Terms of Business or differ therefrom shall be void unless we specifically approved their validity in writing.
2. If Ordering Party is a merchant, our Terms of Business shall also apply to future transactions with Ordering Party.

§ 2 Prices and Payment Terms

1. Unless otherwise specified in our Order Confirmation, our prices are "ex works" excluding packaging.
2. A separate shipping and handling fee shall be added to the invoice.
3. Prices do not include the statutory value-added tax, which shall be itemized separately in the invoice in the statutory amount in effect on the invoice date.
4. A 2% discount applies in case of payment within 7 days after the invoice date. Otherwise, payment in full is due within 30 days of the invoice date.
5. If using a direct debit authorization, the payable amounts shall be debited from your bank account on the 7th and 20th day of each month with a 3% discount.
6. You may also use MasterCard or Visa for payment. In case of credit card payment your card will be charged immediately; we cannot grant any discounts in this case for fees apply to these transactions.
7. If Purchaser falls in arrears, Dentegris shall be entitled to claim interest on arrears amounting to 9 percentage points p.a. higher than the base interest rate. Purchaser has the right to prove higher or significantly lower actual damage. This shall not affect our right to demand 5% interest on arrears by the due date in case of mutual trade transactions. Furthermore, Dentegris shall be entitled to claim damages due to delayed payment. We shall also be authorized to rescind the contract and to demand damages instead of payment.

§ 3 Delivery Times

1. The shipping and handling charge specified in Section 2.2 above includes shipping charges for delivery of the ordered merchandise within 1 to 2 business days.
2. We also offer overnight shipping for a special fee. Please inquire about current terms when placing your order.
3. Dentegris shall be liable in accordance with statutory regulations in case of delayed deliveries caused by willful or grossly negligent violations of contractual duties under our control. In all other cases, our liability for damage shall be limited to the foreseeable, typical amount of damage.
4. If the delayed delivery is caused by a culpable violation of a non-essential contractual duty, the Ordering Party shall be entitled to demand a flat amount of 2% of the delivery value for every full week of delay, not to exceed 10% of the delivery value.

§ 4 Passing of Risk, Packaging Cost

1. Unless otherwise specified in our Order Confirmation, delivery terms shall be "ex works".
2. We purchase transport insurance at our expense for your shipment.
3. We do not accept returns of transport materials and other packaging pursuant to the Packaging Ordinance except pallets. Ordering Party shall be responsible for disposal of packaging at its own expense.
4. Returned merchandise is not subject to insurance coverage; in this case, Ordering Party bears the risk of uninsured merchandise return.

§ 5 Warranty, Damages

1. Ordering Party must carefully inspect shipment immediately upon arrival to verify complete and proper condition of order. Shipment shall be deemed accepted if no written-mailed or faxed complaint has been received within three business days of the merchandise arrival at the destination, or within three business days of detecting a defect that could not have been identified during proper inspection.
2. Transport damage must immediately be reported to the carrier or shipping company.
3. In case of defective merchandise, we shall be entitled to repair the damage or provide a replacement at our discretion. In the event of remediation, we shall bear all costs associated with the elimination of the defect, particularly the cost for transport, travel, labor, and material, unless these costs increased because the merchandise was brought to a location other than the place of performance.
4. If repair or replacement is ineffective, Ordering Party, at its discretion, may demand that the contract be rescinded (rescission) that the price be reduced.
5. We shall be liable for any other damage claims of Ordering Party due to or in association with defects or absence of guaranteed properties of the merchandise, regardless of their legal reason only if they were caused culpably. §6 shall apply. This regulation shall not apply to damage claims due to consequential damage in the event of the absence of a guaranteed property if the guarantee was intended to protect Ordering Party against the risk of such damage. Again, we shall only be liable for typical or foreseeable damage in this case.
6. The warranty period shall be 6 months from the transfer of risk. This period represents a statute of limitations and also applies to damage claims based on consequential damage. The statute of limitations specified in the law applies to claims based on offenses.

§ 6 Liability

1. In the event of minor negligence, we shall only be held liable for damage claims due to culpable actions, regardless of the legal reason, including but not limited to delay, faulty delivery (with the exception of §5 para 5), positive breach of contract, breach of duties in contract negotiations and advisement duties, improper actions, and product liability (except any liability pursuant to the Product Liability Act) if the breach pertained to cardinal duties and endangered the purpose of the contract and shall exclusively cover typical and foreseeable damage. Otherwise, all liability for minor negligence and liability regardless of culpability shall be void.
2. In case of liability due to gross negligence, we shall only be liable for typical or foreseeable damage.
3. Damage claims due to impossibility or inability shall not be affected.
4. This shall also apply if Dentegris is subject to mandatory liability pursuant to the Product Liability Act.
5. We shall not be liable for damage that results from improper use of our products or after combining our products with third-party components.
6. Insofar as our liability is excluded or limited, such limitation or exclusion of liability shall also apply to the personal liability of our employees, workers, representatives and agents.

§ 7 Returns

1. We shall accept returns of items ordered from us within 12 weeks (3 months) after purchase (date of delivery slip) provided such items are unharmed and in their original packaging and do not show any signs of use or contamination. A restocking fee of €18.50 shall be charged for processing returns. Returns must be sent with the proper postage to the following address: Dentegris Service & Logistic Center, Grafshafter Str. 136 47199 Duisburg. Ordering Party shall be given credit for the returned merchandise, which may be applied to future orders.
2. Custom-made implants and/or other components that were produced at the special request of Ordering Party (custom orders) may not be returned.

§ 8 Retention of Title

1. Merchandise shall remain our property until all payments of Ordering Party arising from the business relationship have been received. In the event of breach of contract on the part of Ordering Party, particularly arrears of payment, we shall be entitled to retake possession of merchandise.
2. Ordering Party must treat merchandise with care; in particular they must be sufficiently ensured for their replacement value against loss and damage from fire, water, and theft at the expense of Ordering Party. Ordering Party shall perform all necessary maintenance work in time at its own expense.
3. In the case of seizures or other third party interventions, Ordering Party shall notify us promptly in writing to allow us to file a complaint pursuant to § 771, Code of Civil Procedure. Intervention costs shall be borne by Ordering Party.
4. Ordering Party shall be entitled to sell the merchandise in regular business transactions. However, Ordering Party assigns to us in advance all receivables in the amount of our final invoice (including VAT) from the sale to customers or third parties, regardless whether the merchandise was sold with or without further processing. Ordering Party shall be authorized to collect these receivables even after the assignment. This shall not affect our authorization to collect the receivable ourselves. However, we undertake not to collect any receivables if Ordering Party meets its payment obligations from the received revenue.
5. The processing or conversion and/or combination of merchandise by the Ordering Party shall always be on our account. If the merchandise is processed and/or combined with other objects that are not our property, we shall acquire co-ownership of the new product in the proportion of the value of the merchandise (final invoice amount, including VAT) to the other objects at the time of processing and/or combination. Otherwise, the same conditions shall apply to the products resulting from such processing and/or combination as for reserved merchandise.

§ 9 Reservation of Delivery

1. Inasmuch as we can no longer supply a product due to product innovation, we shall be entitled to offer an alternative product to Ordering Party. If Ordering Party accepts this alternative product, Ordering Party shall either pay the price difference or shall receive a price rebate from us.
2. If Ordering Party refuses to accept the alternative product, we shall be authorized to rescind the contract. In this case, we shall refund any purchase price already paid. Ordering Party shall have no additional rights.

§ 10 Jurisdiction - Place of Performance

1. Inasmuch as Ordering Party is a merchant, our business seat shall be the jurisdiction. However, we shall be entitled to file a complaint against Ordering Party in the jurisdiction of its business seat.
2. Unless otherwise specified in the Order Confirmation, the place of performance shall be Mohnheim am Rhein.

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