



## General terms and conditions of Kenzler-Kaschner Dental GmbH

### 1. Validity

The following General Terms and Conditions shall apply exclusively between Kentzler-Kaschner Dental GmbH (hereinafter referred to as the „Seller“) and entrepreneurs, legal entities under public law and special assets under public law (hereinafter referred to as the „Buyer“, together referred to as „the Parties“).

### 2. Conclusion and content of the contract

- (1) All offers, deliveries and services of the Seller are exclusively subject to these General Terms and Conditions. Divergent terms and conditions of the Buyer shall not become part of the contract. No later than at the time of the acceptance of the delivery or service, the Buyer accepts the General Terms and Conditions of the Seller as the sole basis of the contract. Conflicting terms and conditions of the Buyer are not valid, silence on order confirmations referring to divergent terms and conditions of the Buyer is not to be regarded as agreement.
- (2) Seller's offers are valid for a maximum of thirty (30) days or for the promotional period specified by Seller. Contracts are concluded solely by written order confirmation or by execution of the order by the Seller.
- (3) The right to make technical and design deviations from descriptions and information in brochures, offers and written documents as well as changes in performance, design and material in the course of technical progress is reserved, without the Buyer being able to derive any rights from this. Information about products (technical data, dimensions, etc.) are only rough and approximate; they do not constitute a guaranteed quality unless the guarantee is expressly given and in writing.
- (4) The Seller expressly reserves all property rights and copyrights to samples, drawings, cost estimates, etc. - also in electronic form. These may not be made accessible to third parties without written permission and must be returned immediately upon request.
- (5) The Seller expressly reserves the right to make price changes, technical changes, errors, printing errors or intermediate sales in its advertising appearances and on its homepage. The Buyer shall verify the correctness with the Seller before placing the order.

### 3. Right of withdrawal

- (1) If the Seller is not able to deliver the ordered goods without fault on its part because its supplier does not fulfil its contractual obligations, the Seller is entitled to withdraw from the contract. However, this right of withdrawal shall only exist if the Seller has concluded a congruent covering transaction (binding, timely and complete order of the goods) with the concerned supplier and it is not otherwise responsible for the failure in delivering goods. In such event, the Seller will immediately inform the Buyer that the ordered goods are not available. Any consideration already paid by the Buyer will be refunded immediately.
- (2) If the Seller is prevented from fulfilling a delivery obligation due to the occurrence of unforeseen events affecting the Seller or its supplier, and if the Seller was unable to avert such events even with the diligence reasonable under the circumstances - e.g., due to war, natural disasters, energy shortages, import difficulties, operational and traffic disruptions, strikes, force majeure or delays on the part of suppliers - the delivery period shall be extended by a reasonable period of time. The Seller shall inform the Buyer of this without delay. In this case, both the Buyer and the Seller are entitled to withdraw from the contract. Claims for damages on the part of the Buyer shall be excluded.
- (3) In the event of a withdrawal from the contract, the Buyer shall immediately surrender to the Seller any goods already delivered or return them to the Seller at the latter's expense. Should this not be the case within a reasonable period of time, the Seller shall be entitled to take possession of the goods at their location. For this purpose, the Seller may enter the location of the goods. The return costs shall be borne by the buyer. The Buyer shall not be entitled to a right of reservation in this respect.
- (4) Partial deliveries that have already been paid are expressly excluded from the right of withdrawal.

### 4. Prices, payments, offsetting

- (1) In the absence of a special agreement, the Seller's prices shall apply ex works and exclusive of loading, packaging, freight, unloading and customs duties or other statutory charges. VAT at the respective statutory rate shall be added to the prices.
- (2) In the event that the applicable prices of the Seller's suppliers or other costs relating to the products offered by the Seller increase between the conclusion of the contract and delivery, the Seller shall be entitled to increase the agreed prices accordingly.
- (3) The purchase net price, including all other costs, is due within 30 days of invoicing, unless other payment terms have been agreed upon.
- (4) If it becomes apparent after the conclusion of the contract that the Seller's claim for payment is or becomes endangered by the Buyer's lack of ability to pay, the Seller shall be entitled to declare all outstanding claims due and payable and to request the Buyer to perform the payment or simultaneously provide security with delivery. If the Buyer does not comply with such a request within a reasonable period of time, the Seller is entitled to claim damages and to withdraw from the contract.
- (5) Payments shall only be deemed to have been performed when the amount is finally available in one of the accounts specified by the Seller.
- (6) The Buyer shall be entitled to withhold a discount of two (2) percent from the invoice amount if payment is received in an account of the Seller within a period of fourteen (14) days. For amounts paid by direct debit, the discount shall be increased to three (3) percent. A discount on services is generally excluded.
- (7) If the Buyer defaults on a payment, relevant statutory provisions shall apply.
- (8) Offsetting and rights of reservation of the Buyer are excluded unless the counter claim is undisputed or legally established.

### 5. Delivery

- (1) Agreements on a binding delivery or assembly time (performance time) must be made in writing. A Seller's in due time performance requires that all commercial and technical issues between the parties have been clarified and that the Buyer has fulfilled all its obligations, such as providing the necessary official permits or making a down payment.
- (2) The agreed delivery time shall be deemed to have been complied with if the product has left the factory by the end of this time or if the Seller has notified the Buyer that the product is ready for dispatch. Insofar as acceptance is to take place, the acceptance date shall be decisive; this shall not apply in the event of justified refusal of acceptance.
- (3) If the Seller is not in a position to perform on the agreed date, it shall inform the Buyer immediately.
- (4) If the Seller is the manufacturer and is responsible for a delay of more than 8 weeks, the Buyer may withdraw from the contract in accordance with relevant laws. If the Buyer suffers damage as a result of the delay, it shall be entitled to demand lump-sum compensation. It shall amount to 0.5 % for each full week of delay, but it may not be in total more than 5 % of the value of that part of the performance which cannot be used in due time or in accordance with the contract as a result of the delay.
- (5) The Seller is entitled to make partial deliveries, provided that this is reasonable for the buyer. In the event of agreed delivery on call order, the Seller shall be entitled to dispatch and invoice deliveries if these are not retrieved and dispatched by the Buyer within the agreed period from the date of the order confirmation.

### 6. Transfer of risk, insurance

- (1) The risk shall pass to the Buyer as soon as the product has left the Seller's factory or its distribution warehouse. This also applies if the Seller has taken over further services, such as in particular dispatch costs or delivery. Insofar as acceptance is to take place, the risk shall pass to the Buyer upon acceptance.
- (2) If dispatch or acceptance is delayed or does not take place as a result of circumstances for which the Buyer is not responsible, the risk shall pass to the Buyer as soon as the Seller has notified the Buyer that the goods are ready for dispatch or acceptance.
- (3) The Seller undertakes to insure the product at the Buyer's express request and at its expense.

### 7. End customers drop shipment

Drop shipment to end customers shall only take place if end customers of a contractual partner place orders directly by the Seller on behalf of such contractual partner and request drop shipment or self-collection. In these cases, a contractual relationship is created between the end consumer and the Seller, which is subject to the present General Terms and Conditions. In such cases, the Seller expressly reserves the right to invoice the end customer directly in the event of a refusal to settle by the dealer (depot) indicated by the end customer. The end customer undertakes to settle this invoice unless he/she can provide evidence of payment to the dealer he/she has designated for settlement.

### 8. Reservation of title

- (1) The delivered goods shall remain the property of the Seller (reserved goods) until all claims, including all current account balance claims, to which the Seller is entitled from the Buyer now or in the future, have been satisfied.
- (2) If the Buyer is in default with a due partial payment in whole or to a considerable extent for more than ten days and if a reasonable payment period set by the Seller has expired, the Seller may request that the Buyer surrender the reserved goods, even without having previously declared its withdrawal from the contract. The same shall apply if an insolvency application is filed against the Buyer and it is not withdrawn within ten days. If the Buyer does not comply with the request for surrender or if there is a risk of loss or destruction of the reserved goods, the Seller is entitled to take possession of the reserved goods. For this purpose, the Seller may enter the location of the reserved goods. The return costs shall be borne by the buyer.
- (3) The Buyer shall treat the reserved goods with care and adequately insure them at replacement value against fire, water and theft damage at its own expense. Maintenance and inspection work that becomes necessary must be carried out by the Buyer in good time at its expense. The Buyer hereby assigns to the Seller all rights arising from the relevant insurance contracts and its claims against insurers. The Seller accepts the assignment.
- (4) The Buyer shall be entitled to sell and/or use the reserved goods in the ordinary course of business, as long as it is not in default of payment. Pledges or transfers of ownership by way of security are not permitted. In the event of seizure, confiscation or other dispositions, the Buyer shall inform the Seller thereof without delay. The claims arising from the resale or any other legal reason (insurance, tort) with regard to the goods subject to reservation of title (including all balance claims from current account) are already now fully assigned by the Buyer to the Seller by way of security; the Seller hereby accepts the assignment. The Seller revocably authorises the Buyer to collect the claims assigned to it for its account in its own name. The direct debit authorization can be revoked at any time if the Buyer does not properly meet its payment obligations. The Buyer shall also not be entitled to assign this claim for the purpose of collecting it by way of factoring, unless the obligation of the factor is simultaneously established to execute the counter-performance in the amount of the claims directly to the Seller, for as long as these still exist against the Buyer.
- (5) Any goods processing or transformation subject to reservation of title by the Buyer shall in any case be carried out for the Seller. If the goods subject to reservation of title are processed together with other items not owned by the Seller, the Seller shall acquire co-ownership of the new item in relation to the value of the goods subject to reservation of title (final invoice amount including VAT) to the other processed items at the time of processing.



The same shall apply to the new item created by processing as to the goods subject to reservation of title. In the event of inseparable mixing of the reserved goods with other items not owned by the Seller, the Seller shall acquire co-ownership of the new item in the relation to the value of the reserved goods (final invoice amount including VAT) to the other mixed items at the time of mixing. If the Buyer's item is to be regarded as the main item as a result of the mixing, the parties agree that the Buyer shall transfer co-ownership of this item to the Seller proportionately; the Seller hereby accepts this transfer. The sole or co-ownership of an item created in such a way for the Seller shall be held in safe custody by the buyer.

(6) In the event of access by third parties to the goods subject to reservation of title, in particular by way of seizures, the Buyer shall draw attention to the Seller's ownership and inform the Seller without delay so that the Seller can enforce its ownership rights. The Buyer shall be liable insofar as the third party is not in a position to refund the Seller for the judicial or extrajudicial costs incurred in relation thereto.

(7) The Seller shall be obliged to release the securities to which it is entitled to the extent that the realisable value of its securities exceeds the claims to be secured by more than twenty (20) per cent. The choice of the securities to be released shall be incumbent on the Seller.

### 9. Rights in the event of defects (warranty)

(1) The Seller's warranty shall extend to its products being free of defects in accordance with the state of the art. Warranty is excluded:

- a. if Seller's products are not properly stored, installed, commissioned or used by the Buyer or third parties;
- b. in the event of natural wear and tear;
- c. in the event of improper maintenance;
- d. if unsuitable equipment is used;
- e. in the event of damage caused by repairs or other work carried out by third parties which have not been expressly approved by the Seller.

(2) The Buyer shall inspect the product immediately upon receipt with regard to identity, quantity, transport damage and visible defects. The Seller must be notified in writing of any recognisable defects within one week of receipt of the product or - if the defect only becomes apparent later - within one week of discovery. If this does not happen, the product shall be deemed to have been approved.

(3) Defects which only insignificantly reduce the value or the suitability of the goods do not constitute material defects under these Terms and Conditions.

(4) The Seller's statutory warranty for defects shall be limited to supplementary performance, i.e., at its choice, remedy of the defect or replacement delivery. The Buyer shall give the Seller prompt and sufficient opportunity to remedy the defect; otherwise the Seller shall be released from liability for the consequences arising there from. The Buyer shall return replaced parts to the Seller.

(5) If the supplementary performance has failed, the Buyer is entitled to reduce the consideration or - in the case of significant defects - to withdraw from the contract. The Buyer is not entitled to any further compensation for damages.

(6) The Seller shall assume the warranty for newly manufactured items and work performances including the related planning and monitoring services for a period of one (1) year from delivery or acceptance of the object of sale. After this period, the Buyer is no longer entitled to any warranty rights against the Seller. Subsequent performance measures, i.e., the delivery of a defect-free good or the rectification of the defect, do not entail a new start of the limitation period, but only suspend the limitation period applicable to the original delivery good by the duration of the carried-out subsequent performance measure. The performance of the supplementary performance by the Seller shall not constitute an acknowledgement within the meaning of Article 212, paragraph 1 BGB (German Civil Code).

(7) In the event of the sale of used products, warranty claims against the Seller shall be excluded as a matter of principle (see Clause 10, Paragraph 2).

(8) Further claims of the Buyer based on defects are excluded. In particular, the Seller shall not be liable for damage that has not occurred to the product itself, nor for any other financial loss suffered by the Buyer.

(9) Due to the existence of a defect, the Buyer has no right of reservation. In particular, it remains obliged to pay the full purchase price.

### 10. Liability

(1) The Seller's liability, regardless of the legal grounds, is limited to intent and gross negligence.

(2) Any other liability limitations set forth in these Terms and Conditions shall not apply:

- a. in the event of Seller or its servants' intent or gross negligence;
- b. in the event of personal injury;
- c. in the event of damage caused by the absence of a quality for which the Seller has given a guarantee;
- d. in the event of claims provided for by the German Product Liability Act.

(3) Compensation for damages shall, however, be limited to the foreseeable direct damage typical for this type of contract, unless liability is assumed on account of injury to health, bodily injury or injury to life, or the assumption of a guarantee or a procurement risk. A change of the burden of proof to the disadvantage of the Buyer is not related to the above regulations.

(4) The Seller shall be liable for tortious claims in accordance with contractual liability; limited liability agreements from the contract shall also apply to the Buyer.

(5) Any further liability for damages other than those referred to under the above provisions is excluded.

(6) The Buyer shall only have a right of recourse against the Seller to the extent that the Buyer has not entered into an agreement with its customer that goes beyond the statutory claims for defects and damages.

(7) Any Seller's liability shall be excluded insofar as the Buyer has on its part effectively limited its liability against its customer.

(8) Insofar as the Seller's liability is excluded or limited, this shall also apply to the personal liability of the Seller's employees, workers, representatives, servants and assistants.

(9) Insofar as liability is excluded or limited in accordance with the above, the Buyer shall also be obliged to indemnify the Seller against claims by third parties. Furthermore, the Buyer shall indemnify the Seller against claims of third parties for damage caused by the Buyer's improper use of the products or if a medical malpractice cannot be demonstrably excluded as the cause.

(10) The Buyer shall notify the Seller immediately in writing of any claims asserted by third parties and to reserve all defensive measures and settlement negotiations for the Seller.

### 11. Confidentiality, intellectual property rights

(1) The Buyer shall treat as strictly confidential all information of a technical and commercial nature obtained within the scope of the order, irrespective of the conclusion of a contractual relationship, even for the time after the conclusion or termination of a contractual relationship. This shall only not apply if the Buyer proves that it is entitled to use trade secrets and confidential information.

(2) At the request of the Seller, all information originating from the Seller (including copies, records, etc.) and items provided on loan must be returned to us immediately and in full or destroyed.

(3) Drawings, specifications, operational documents, samples and models, matrices, moulds, tools and other means of production as well as other documents provided by us shall remain the property of the Seller and may not - unless necessary for the business relationship - be passed on or reproduced in whole or in part, their contents may not - even in part - be exploited, electronically processed or made available to third parties or the public or otherwise commercially exploited without our written consent. Any treatment or processing of the aforementioned items shall be carried out for the Seller. The Seller reserves all copyrights and other industrial property rights to the aforementioned items.

### 12. Infringement of third parties' rights

If deliveries are made according to plans, drawings, models, analytical specifications or other information provided by the Buyer, and if third party rights, in particular industrial property rights, are infringed, the Buyer shall indemnify the Seller against these claims on first demand.

### 13. Miscellaneous, choice of law, place of jurisdiction, place of performance

(1) The law of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods is excluded.

(2) Place of jurisdiction is Ellwangen/Jagst. However, the Seller shall be entitled, at its choice, to file an action at the Buyer's place of business.

(3) The exclusive place of performance for deliveries and services is Ellwangen/Jagst.

(4) Amendments and supplements to these General Terms and Conditions as well as the amendment or cancellation of this written form clause shall only be effective if they have been agreed in writing, unless they are based on an express or individual contractual agreement.

### 14. Severability clause

Should one or more provisions of this contract be invalid, this shall not affect the validity of the remaining provisions. In this case, the invalid provision shall be replaced by another, valid provision which comes closest to the invalid provision in its legal and economic content.

March 2021