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General Terms and Conditions of Sale and Delivery of DEKEMA Dental-Keramiköfen GmbH, D-83395 Freilassing („DEKEMA“)

§ 1 Scope of application, exclusive applicability

1. The below general terms & conditions apply only in relations with businesses – i.e., sole proprietors, legal entities and/or incorporated partnerships who, at the time of the execution of the contract with DEKEMA, are acting in a commercial or independent professional capacity – as well as with public law legal entities and special funds under public law.
2. Insofar as DEKEMA and the purchaser enter into individual agreements that deviate from these terms, such agreements take precedence.
3. DEKEMA's offers, order confirmations, supplies and services are subject exclusively to these terms. Such general terms & conditions of the purchaser as may oppose, add to or deviate from these terms do not apply even if DEKEMA does not explicitly objects thereto or effects delivery without reservation. Indeed, such terms of the purchaser are binding upon DEKEMA only if DEKEMA has expressly approved them in a given case.
4. These general terms & conditions also govern future transactions with the purchaser as part of an ongoing business relationship even if they are not separately agreed upon once more.
5. These terms set forth all contractual arrangements between DEKEMA and the purchaser in connection with the implementation of the contract.

§ 2 Offer and execution, amendment to contract or these terms, power of representation, damages in cases of purchaser's breach of contract

1. Information contained in print media (e.g., brochures) and on DEKEMA's website do not constitute offers; instead, they amount to an invitation to the purchaser to submit an offer. Absent an individual agreement, a contract is entered into, at the latest, upon DEKEMA's written order confirmation or with the delivery and acceptance of the object of purchase.
2. Changes, amendments and subsidiary agreements to or for the contract and these terms are subject to DEKEMA's written confirmation.
3. DEKEMA's staff are not authorized to waive, amend or enter into subsidiary agreements for these terms. This does not, however, affect such power of representation as the managing directors and executive officers (Prokuristen) may have, individually or collectively.
4. In the event of delayed acceptance or unjustified non-acceptance, DEKEMA may exercise its statutory rights. If DEKEMA claims damages, these shall amount to 15 % of the net price in the event of unjustified non-acceptance. The compensation shall be set higher or lower if DEKEMA proves higher damage or the purchaser proves lower damage or the non-existence of a damage, but at least EUR 50.00.



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§ 3 Prices and terms of payment, set-off and retention

1. Unless agreed otherwise in a given case, DEKEMA's prices apply "ex works" Freilassing, Germany (Incoterms 2020).

2. If DEKEMA agreed to handle shipping or arrange for transportation, the purchaser must bear, in addition to the purchase price, the costs of shipping or transportation as well as of transport insurance (see § 5 para. 5). Moreover, the purchaser must bear the costs of such additional documents and public certifications as DEKEMA may supply under an individual agreement. DEKEMA may invoice the purchaser for the services it provides pursuant to this paragraph 2 at such cost as it may determine in its reasonable discretion.

3. The prices do not include statutory sales tax. If such tax is assessed at DEKEMA's expense under applicable law, it will be billed to the purchaser at the legal rate in effect on the date of delivery and stated separately in the invoice.

For supplies and services provided within the European Union, the purchaser must supply DEKEMA with its Sales Tax ID. Following its receipt of the object of purchase, the purchaser must further confirm to DEKEMA that the object of purchase arrived elsewhere in the European Community (i.e., in another EU member state), providing the purchaser's name and address, the quantity and usual commercial designation of the items delivered, the location and month of receipt of the object of purchase, the confirmation issue date as well as the signature of the purchaser or an agent authorized to effect acceptance (§§ 17a, 17b of the Sales Tax Implementing Regulation). Whenever such confirmation is transmitted electronically, no signature is required, provided that it can be verified that such electronic transmission originated within the purchaser's – or an agent's – sphere of disposition. Confirmations may cover sales from up to one quarter.

In the event that it is learned after the fact – e.g., due to a tax audit – that DEKEMA must pay sales tax contrary to the original assumption as to tax-exempt supplies or services, DEKEMA is entitled to collect such tax from the purchaser by issuing a proper invoice.

4. A discount on account of early payment is subject to an individual agreement.

5. Unless agreed otherwise in a given case, the purchase price for DEKEMA's supplies is payable in full immediately upon delivery and invoice receipt. DEKEMA shall be entitled to demand an appropriate prepayment. DEKEMA is entitled to demand payment in advance especially if delivery is made abroad or the purchaser is or was in arrears with respect to payments from previous transactions. The purchaser's rights of set-off and retention under § 3 para. 9 are not affected.

6. The purchaser's payments are invariably applied against its oldest debts first. This is the case even if the purchaser indicated otherwise. DEKEMA will let the purchaser know how payments were applied.

7. Payments are not deemed to have been made until DEKEMA can freely dispose of the amount – in cases of transfers, once the amount has been credited to DEKEMA's account. DEKEMA reserves the right to reject checks, bills of exchange and letters of credit. If applicable, such forms of payment are accepted pending credit only – i.e., the obligation to pay the purchase price is not deemed to have been fulfilled until DEKEMA's account has been credited. Discount charges and those associated with bills of exchange are borne by the purchaser; they are due and payable immediately.



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8. In the event that, following the closing, DEKEMA becomes aware of circumstances indicating that the purchaser's credit is deficient and placing the payment of the purchase price in doubt, such as the purchaser's failure to redeem a check or its suspension of payments, DEKEMA has the right to demand payment in full of the purchaser's liabilities under the supply relationship even to the extent that DEKEMA accepted checks. In such a case, DEKEMA is further entitled to demand payment in advance or collateral security. If the purchaser fails to satisfy such demand, DEKEMA may rescind the contract. This is also true in the event that the purchaser fails to meet its payment obligations under previous contracts with DEKEMA despite repeated reminders.

9. The purchaser has a right of set-off only if its counter-claim has been effectively established, is undisputed or is eligible for a decision. It may exercise a right of retention or refuse performance only insofar as its counter-claim is based on the same contractual relationship as DEKEMA's claim for payment, or if the purchaser's counter-claim has been effectively established, is undisputed or is eligible for a decision.

§ 4 Delivery time, rescission

1. For the delivery time provided by DEKEMA to commence, all technical questions must have been resolved.
2. Compliance with agreed delivery deadlines is subject to the purchaser's timely and proper fulfillment of its obligations. Such compliance further presupposes timely and proper delivery by DEKEMA's suppliers. Insofar as timely and proper self-delivery has not taken place, DEKEMA shall not be responsible for non-delivery or delayed delivery to the purchaser, provided that DEKEMA has concluded a concrete covering transaction with suppliers with due diligence. Insofar as such events make it significantly more difficult or impossible for DEKEMA to deliver and the hindrance is not only of temporary duration, DEKEMA shall be entitled to rescind the contract. In the event of hindrances of temporary duration, the delivery deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. DEKEMA will notify the purchaser of looming delays as soon as possible. Insofar as the purchaser cannot (any longer) be expected to accept the delivery as a result of the delay, it may rescind the contract by means of an immediate written declaration to DEKEMA.
3. DEKEMA may deliver the object of purchase prior to an agreed delivery date unless agreed otherwise in a given case.
4. Force Majeure and other events not attributable to DEKEMA (e.g., natural catastrophes, pandemics and epidemics, business interruptions of any kind, difficulties sourcing materials or energy, strike, legitimate lock-out and official directions, such as plant closure or closure of paths of transportation, even insofar as they affect suppliers or their sub-suppliers) result in the postponement of delivery deadlines for the duration of the obstacle to performance. DEKEMA will notify the purchaser of the beginning and end of the obstacle to performance without delay. If the obstacle to performance lasts longer than 3 months, either party may rescind the contract. The purchaser's right of rescission presupposes that it placed DEKEMA on adequate written notice. In deviation from the foregoing, the purchaser may rescind the contract without prior notice if such notice may be dispensed with under applicable law.



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5. The purchaser holds claims for damages or the reimbursement of expenses on account of default or the lapse of DEKEMA's obligation to effect delivery (including the lapse of such obligation due to the impossibility of delivery) only as provided in § 8 below. This is true irrespective of whether the purchaser rescinded the contract.

§ 5 Shipping and passage of risk

1. Unless agreed otherwise in a given case, delivery is effected "ex works" Freilassing, Germany (Incoterms 2020). This applies even if DEKEMA took on additional services – e.g., shipping or arranging for transportation. In such a case, the risk of accidental demise and deterioration passes to the purchaser as soon as the object of purchase is handed over to the carrier.

2. In the event that the handover or shipping is delayed or canceled on account of circumstances not attributable to DEKEMA, the risk passes to the purchaser on the day on which the object of purchase is made available for pick-up and reported ready for dispatch.

3. If shipping is handled by a third-party carrier, the purchaser must address complaints (loss of or damage to object of purchase or failure to deliver by deadline) directly to such carrier in writing and copy DEKEMA on such notices within the following periods: Notice of patent loss or damage promptly upon delivery, and if damage is not apparent, within seven days of delivery. If delivery deadlines are missed, notice must be given within 21 days of delivery. To be deemed timely, notices need only be dispatched on or before the applicable deadline.

4. Insofar as no specific arrangement was made regarding shipment and packaging, DEKEMA makes choices within its reasonable discretion. Acceptance of the goods by the shipper or carrier without objection constitutes proof of proper packaging.

5. If DEKEMA handles shipping for the purchaser, DEKEMA will take out transport insurance only if the purchaser so directs. The purchaser bears the cost of transport insurance.

§ 6 Property rights, copyrights to records and products, software and licenses

1. DEKEMA reserves all property rights and copyrights with respect to offers, depictions, drawings, weights, dimensions, specifications, cost estimates and other records, along with tools and other resources related to the products and services as well as product characteristics. Absent DEKEMA's express consent, such data and records must not be shared with third parties. This applies in particular to data and records designated "confidential".

2. Title and license to software supplied

Insofar as the object of purchase entails the provision of software, the purchaser acquires a non-exclusive right to use such software in accordance with item 3 below, but not the title thereto.

3. Depending on the software in question, DEKEMA offers an unlimited license, a flexible licensing agreement or both. The purchaser must enter into either an unlimited license or a flexible licensing agreement in order to use the software.

A flexible license is acquired against payment of the initial software licensing fee and maintained by paying an annual licensing fee on a subscription basis. During the term of a flexible license, DEKEMA will deliver software



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updates on an ongoing basis. DEKEMA may discontinue the obligation to provide software updates for cause and without notice if the purchaser fails to pay the annual licensing fee even after having been placed on notice. In such a case, the purchaser retains an unlimited license.

An unlimited license is acquired against a one-time payment of the initial software licensing fee; it does not come with software updates. Insofar as DEKEMA is offering a flexible license for the software in question, the purchaser may acquire a flexible license with retroactive effect by paying the annual licensing fee(s) at the rate in effect at the time of payment in order to receive current software updates.

§ 7 Condition of object of purchase, rights and claims in cases of defects (claims related to defects)

1. The useful life of sintering tools such as rings and bases, along with thermal and heating elements, as sensitive wearing parts may be shorter than the period of limitation set forth in paragraph 10 below. Durability varies from application to application and depends in particular on temperature, temperature changes, cycle lengths and atmosphere. Accordingly, the durability of sintering tools such as rings and bases, along with thermal and heating elements, which is limited to such extent, corresponds with the agreed condition of the object of purchase.

Stress and hairline cracks as well as smaller chips and discolorations of the furnace insulation may occur. However, they do not affect the performance of the object of purchase and thus do not represent a defect.

2. Deliveries abroad are subject to the following rules: Unless agreed otherwise in a given case, the object of purchase is deemed to be “as agreed” so long as it meets the pertinent statutory provisions and technical standards – and particularly the product and safety provisions – in effect in the Federal Republic of Germany. DEKEMA bears responsibility to such extent.

The purchaser is responsible for ensuring observance of and compliance with applicable foreign-trade regulations and other laws of the destination country in which the object of purchase is to be supplied as well as the country where the purchaser has its registered offices. At the time of the closing, the purchaser must advise DEKEMA in writing of special requirements flowing from such provisions. Unless agreed otherwise in a given case, such special requirements must be met for the object of purchase to be deemed “as agreed” only if and to the extent that DEKEMA so confirmed in writing.

3. If the purchaser is a merchant in the sense of the German Commercial Code, it must, at its own expense, examine the object of purchase to establish its type, quantity, condition and completeness immediately upon delivery – i.e., without culpable delay. The purchaser must report patent defects as well as those that become apparent during an examination in the regular course of business to DEKEMA immediately – i.e., without culpable delay. Defects that do not become apparent until a later point in time are to be reported immediately upon discovery. In the event that the purchaser fails to provide such notice, any claim based on defects is excluded with respect to the defect in question.

4. Defects are to be reported in writing. To be deemed timely, notices need only be dispatched on or before the applicable deadline.

5. Claims based on defects are excluded with respect to used products. However, the exclusion of liability for defects shall not apply to claims of the purchaser for damages or reimbursement of expenses pursuant to § 8. Accordingly, DEKEMA accepts liability for defects of products sold in “used” condition only if and to the extent



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that an arrangement to that effect has been made with the purchaser. In such a case, the purchaser's claims based on defects are governed by these general terms & conditions unless agreed otherwise in a given case.

6. Claims based on defects are excluded insofar as the defect detected is the result of any of the below circumstances, and such circumstances are not attributable to DEKEMA:

- The purchaser or third parties used or stored the object of purchase in an unsuitable manner or improperly.
- The purchaser or third parties improperly commissioned the object of purchase.
- The purchaser or third parties failed to observe the user and service manual, the instructions for use or other operating or maintenance instructions in reference to the object of purchase.
- The purchaser or third parties made improper repairs or other unauthorized changes or modifications of or to the object of purchase – e.g., by replacing parts.
- The purchaser or third parties used consumables not matching original specifications.
- The object of purchase is exposed to chemical, electro-chemical or electrical impact.
- Regular wear and tear.

7. Insofar as the purchaser holds a claim based on defects, it is first entitled to subsequent performance, which takes the form, at DEKEMA's choice, of either the defect's removal or the supply of a product that is free from defects. If any portion of the purchase price remains outstanding, DEKEMA may tie subsequent performance to the purchaser's payment of such portion of the purchase price as may be commensurate with the defect asserted.

8. The purchaser must, at its own expense, make the object of purchase available to DEKEMA for purposes of subsequent performance at DEKEMA's registered offices. DEKEMA bears all other expenses necessary for subsequent performance.

9. The purchaser is entitled, at its choice, either to abate the purchase price or rescind the contract if DEKEMA seriously and definitively refuses subsequent performance on account of disproportionate costs or for other reasons, the type of subsequent performance chosen by DEKEMA was unsuccessful or would place an unreasonable burden on the purchaser, or the purchaser allotted an adequate grace period for subsequent performance by DEKEMA in vain. The right of rescission is excluded if the defect is insignificant.

10. Subject to the conditions of § 7 para 8 sentence 1, the purchaser may demand damages or to be reimbursed for expenses incurred in vain unless DEKEMA is not accountable for the defect in question. Claims of this nature are capped in accordance with § 8.

11. The purchaser's claims against DEKEMA based on defects become time-barred one year from the delivery of the object of purchase. The statutory period of limitation governing claims for damages and the reimbursement of expenditures mentioned in § 8 paras. 2 to 5 is not affected. The shortening of the statute of limitations does not apply to limitation periods under the Product Liability Act. §§ 438 (1) no. 1, no. 2 and 438 (3) of the German Civil Code (BGB) shall also remain unaffected.

12. To be effective, warranties for the condition or durability of the object of purchase must be confirmed by DEKEMA in writing.

13. Claims against DEKEMA based on defects cannot be assigned; they inure to the sole benefit of the direct purchaser.



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§ 8 Limitation of liability

1. Other claims on the part of the purchaser, which exceed those agreed in these terms, are excluded subject to the provisions below irrespective of legal grounds. This is particularly true for such claims for damages and the reimbursement of expenditures incurred in vain as may arise from tort, default or another breach of duty.

2. DEKEMA bears liability pursuant to statutory provisions for damages based on its own intentional or grossly negligent breach of duty, as well as for damages from injuries to life, body or health based on its own intentional or negligent breach of duty.

Its liability under the Produkthaftungsgesetz (the Product Liability Act – “ProdHG”) is not affected.

3. With respect to damages based on a slightly negligent violation of critical contractual obligations on DEKEMA's part, applicable law caps its liability at the foreseeable amount of damages that is typically incurred. Critical contractual obligations are those the fulfillment of which (i) is a prerequisite for the proper performance of the contract and (ii) the purchaser may regularly rely upon (so-called cardinal obligations).

4. A breach of duty committed by DEKEMA's staff, employees, managing directors or other (vicarious) agents, of whose services it avails itself with a view to meeting its obligations vis-à-vis the purchaser, is tantamount to a breach of duty committed by DEKEMA itself.

5. DEKEMA shall be liable without limitation for defects which DEKEMA has fraudulently concealed, as well as for breaches of duty under the General Data Protection Regulation. DEKEMA bears liability pursuant to statutory provisions in the event that the purchaser asserts claims for damages on account of a warranty granted by DEKEMA for the condition or the durability of the object of purchase or on account of a procurement risk expressly assumed by DEKEMA. In such a case, however, DEKEMA is liable for consequential damages based on defects, particular loss of profit, only insofar as the warranty was specifically meant to insure the purchaser against damages of the kind encountered.

6. Insofar as DEKEMA's liability is excluded or limited, the same is true for any personal liability on the part of its staff, employees, managing directors or other (vicarious) agents (i.e., persons of whose services DEKEMA avails itself with a view to meeting its obligations vis-à-vis the purchaser).

§ 9 Retention of title

1. DEKEMA retains the title to the object of purchase (“Reserved Goods”) until the purchase price and, provided that the customer is a merchant in the sense of the German Commercial Code, all other claims under the business relationship with the purchaser, including any recognized outstanding claim under a current account, have been settled in full.

2. The purchaser is obligated to treat Reserved Goods with care. It is obligated to insure Reserved Goods against theft as well as fire and tap-water damages – e.g., as part of contents insurance – at their original value. The purchaser will have necessary maintenance or repair work performed at its own expense.

3. Subject to paragraph 5 below, the purchaser must not sell, pledge or transfer Reserved Goods by way of security. In the event that Reserved Goods are pledged, seized or otherwise disposed of by third parties, the purchaser must notify DEKEMA in writing without delay.



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4. Insofar as the object of purchase is processed or transformed, this invariably occurs on behalf of DEKEMA as manufacturer – but to the exclusion of any obligation on DEKEMA's part. If (co-)ownership expires as a result of the combination or processing of multiple items belonging to multiple owners, it is already agreed that DEKEMA becomes a co-owner of the product so created, with its ownership share reflecting the proportion of (i) the value of the object of purchase (invoice amount) to that of the other item(s) at the time of combination or, where the items of multiple owners are processed, (ii) the value of Reserved Goods to that of the newly created product.

5. So long as it is not in default, the purchaser is authorized to sell Reserved Goods in the regular course of business. The purchaser already assigns to DEKEMA by way of security such claims as may arise in reference to the object of purchase from the resale (invoice amount including sales tax) or on other legal grounds (insurance, tort). DEKEMA revocably authorizes the purchaser to collect the claims assigned in its own name and for DEKEMA's account. Such authorization may be revoked if the purchaser fails to properly meet its payment obligations. If this is the case, however, DEKEMA may demand that the purchaser discloses assigned claims along with debtors, provides such information as may be needed for collection purposes, supplies any related record and informs the debtors (third parties) of the assignment.

6. Should DEKEMA demand the return of the object of purchase following its rescission of the contract, the purchaser holds no right of retention unless its counter-claim has been effectively established, is undisputed or is eligible for a decision. The purchaser bears the resulting costs, including but not limited to those associated with return shipment. In cases of doubt, DEKEMA's demand that the object of purchase be surrendered is deemed a rescission of the contract.

7. If the object of purchase is delivered in or brought by the purchaser to a country in which retention of title as set forth above is not recognized or does not have the same effect of providing security, the purchaser undertakes, at its own expense, to take such actions and issue such declarations as may be necessary for the creation of a comparable security interest.

8. If the realizable value of the collateral security – not just temporarily – exceeds the claims to be secured by more than 10%, DEKEMA must release collateral security at the purchaser's demand to such extent. The choice as to which collateral security to release lies with DEKEMA.

§ 10 Design changes

DEKEMA reserves the right to make technically necessary design changes, provided that such changes neither impede the functionality or performance of the object of purchase nor place an unreasonable burden on the purchaser. However, DEKEMA is not obligated to make such changes to products that have already been delivered.

§ 11 Taking back and disposing of object of purchase

1. Unless agreed otherwise in a given case, the purchaser undertakes in the event that it resells the object of purchase to take it back at its own expense pursuant to statutory provisions, including but not limited to the Elektro- und Elektronikgerätegesetz (Electrical and Electronic Equipment Act – “ElektroG”), once its use has been terminated. After taking it back, the purchaser must prepare the object of purchase or its components for recycling or subject it to an initial and an additional treatment pursuant to § 20 (2) to (4) ElektroG and recycle it pursuant to § 22 (1) ElektroG as well as dispose of it, if applicable.



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2. In such a case, the purchaser releases DEKEMA from the obligation to take back, prepare for recycling or initial and additional treatment and recycle and from the manufacturer's obligation to dispose under the Electrical and Electronic Equipment Act and holds DEKEMA harmless from any related third-party claims. The purchaser bears the costs associated with the fulfillment of the obligations set forth in sentence 1.

3. The purchaser is free, for its part, to impose a contractual obligation on commercial or other third parties to whom it resells or otherwise passes on the object of purchase, and who acquire the object of purchase in pursuit of their independent professional endeavors, to take back the object of purchase at their own expense pursuant to statutory provisions, including but not limited to the Electrical and Electronic Equipment Act, once its use has been terminated, and to prepare it for recycling or subject it to an initial and an additional treatment and recycle it as well as dispose of it, and to impose on future purchasers a contractual obligation to do likewise in the event of a further transfer.

4. If the purchaser does not impose a contractual obligation pursuant to paragraph 3 on third parties to whom it passes on the object of purchase pursuant to paragraph 3, the purchaser is obligated to take back the object of purchase at its own expense once its use has been terminated and, pursuant to statutory provisions, including but not limited to the Electrical and Electronic Equipment Act, to prepare it for recycling or subject it to an initial and an additional treatment and recycle it as well as dispose of it.

5. In the event that the purchaser is the end user of the object of purchase and does not dispose thereof itself once its use has been terminated, it may return it to DEKEMA to be disposed of. In such a case, the purchaser bears the costs of returning and disposing of the object of purchase.

6. The period of limitation for DEKEMA's claims against the purchaser under this § 11 (including claims for damages on account of violations of the obligations under this § 11) equals two (2) years from the final termination of use of the object of purchase and DEKEMA's written notice of such termination of use. If, in a given case, the period of limitation expires at a later point in time under the pertinent statutory provisions, such longer period of limitation applies in deviation from sentence 1.

§ 12 Applicable law, place of jurisdiction, place of performance

1. These general terms & conditions as well as the entire legal relations between DEKEMA and the purchaser are subject to the law of the Federal Republic of Germany. The Vienna UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

2. If the purchaser is a merchant in the sense of the German Commercial Code, a public-law legal entity or a special fund under public law, or if it does not have a general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for any and all disputes arising from or in connection with the contractual relationship is the location of DEKEMA's registered offices. DEKEMA shall furthermore be entitled to take legal action at the purchaser's general place of jurisdiction.

3. Unless the order confirmation indicates otherwise, the place of performance is the location of DEKEMA's registered offices.