

## 1. Terms & conditions of DHM-dental B.V.

### article 1. General

1. These conditions apply to each and every offer, tender and agreement between DHM-dental B.V., located at Simon Stevinweg 48, 6827 BT, Arnhem, the Netherlands, and hereinafter referred to as: "DHM-dental", and any other party, being a non-consumer, hereinafter referred to as the "purchaser". Insofar parties have not rejected explicitly and in writing, DHM-dental is referring to these conditions at the moment when Buyer is placing an order.
2. The terms and conditions also apply to agreements with DHM-dental, for which implementation has to be done by third parties.
3. The applicability of any purchase or other conditions of the Buyer is explicitly rejected.
4. If one or more provisions of these general terms and conditions at any time should become non-applicable or need to be removed, then the other conditions in these general terms and conditions will stay applicable. DHM-dental and the Buyer will then gather in order to agree to new provisions in place of the removed provisions. Parties will strive to create these provisions within the intent of the original provisions as much as possible.
5. Even if DHM-dental does not always strictly require adherence to these conditions, this does not mean that these provisions do not apply, or that DHM-dental to any degree would lose the right to require strict compliance to the provisions of these terms and conditions in other cases.

### article 2. Offers and deliveries

1. All quotations and offers of the DHM-dental are without obligation, unless the offer contains a period for acceptance. A quotation or offer is void if the product to which the offer is referring, is no longer available.
2. DHM-dental can not be kept to its bids or offers if the Buyer can reasonably understand that the quotes or offers, or any part of them, contain an obvious mistake or error.
3. Prices quoted in a quotation or offer are exclusive of VAT and other Governmental levies, to be possibly made within the scope of the agreement, including travel and subsistence, shipping and handling, unless otherwise indicated.
4. If the acceptance deviates (on secondary items) from the agreement included in the offer or the quotation then DHM-dental shall not be bound by it. The agreement shall not be met according to this deviating acceptance, unless DHM-dental indicates otherwise.
5. A composite quotation does not oblige DHM-dental to execute parts of the assignment against a corresponding part of the previous given quotation. Offers and tenders shall not automatically apply to any future orders.

### article 3. Contract length; delivery times, execution and modification agreement

1. The agreement between DHM-dental and the Buyer is confirmed for an indefinite period, unless the nature of the agreement dictates otherwise or if parties agree otherwise expressly and in writing.
2. Should the case occur that for the completion of certain activities or for the deliveries of certain products a delivery term is agreed or specified, then this will never be a fatal deadline. When the time limit is exceeded, the purchaser must 'place' DHM-dental in default in writing. DHM-dental shall be offered a reasonable term to still meet the terms of the agreement.
3. If DHM-dental needs any information from the Buyer in order to fulfill the agreement, the execution time of the agreement cannot start any earlier from the moment the Buyer has accurately and fully provided this information to DHM-dental.
4. Any delivery will be quoted ex-works. When delivered to the Buyer, the Buyer is obliged to accept the goods. If the Buyer refuses or fails to provide information or instructions necessary for the delivery, DHM-dental is entitled to store the goods for the account and risk of the Buyer.
5. DHM-dental is entitled to have installation work or other activities done by third parties.
6. DHM-dental is entitled to carry out the agreement in stages and send invoices for the specific part of the agreement that has been executed.
7. If an order is carried out in stages, DHM-dental is entitled to decide to suspend delivery of the goods belonging to the following stage until the goods of the preceding stage have been accepted and paid for by the Buyer.
8. If during the execution of the agreement it should become clear that it is necessary for a proper execution to modify or to complete the agreement, then the parties will get in contact with each other in due time in order to adjust the agreement. Should the nature, scope or content of the agreement, whether or not at the request of or by determination of the Buyer, by regulation of the competent authorities et cetera, be changed and

the agreement thereby be changed in high and/or quantitatively ways, then this may also have consequences to that what has been agreed originally. As a result of this, the original agreed amount can be increased or decreased. DHM-dental will quote this modification as much as possible in advance. Furthermore, by modifying the agreement, the original specified term of execution may be subject of change. The Buyer accepts the possibility of amending the Convention, including the change in price and time of delivery.

9. If the agreement is changed, this including any addition, DHM-dental is entitled to execute this changed agreement not earlier than, after the agreement given by the person in charge with this matter, and after the Buyer has accepted the specified price and other conditions coming with this change, including when necessary a new delivery time. The not or not immediately carrying out of any modified contract does not create any default of DHM-dental and gives the Buyer no ground to cancel the contract. DHM-dental can deny a request for modification, in case when acceptance of the request could lead to quality loss and/ or quantitative consequences, when for instance the activities that have to be carried out or the deliveries within this frame need adaptation from regular production procedures.
10. If the Buyer fails to meet the requirements of the agreement, then the Buyer is liable for all damages (including costs) created directly or indirectly due to this failure on the account of DHM-dental.
11. If the Buyer agrees to a fixed price with DHM-dental, then DHM-dental nevertheless reserves the right to increase this price without the Buyer being able to disconnect the agreement for that reason, when the increase of the price is arising from a duty by law or governmental background or from an increase of the price of raw materials, wages et cetera or on any other grounds that were not reasonably foreseeable at the moment of acceptance of the agreement.
12. If, and not due to any modifications in the agreement, the price increase is more than 10% and if this increase is occurring within three months after the conclusion of the agreement, the Buyer that puts his claim to title 5 section 3 of book 6 of the DUTCH CIVIL CODE shall be entitled to dissolve the agreement by a written declaration, unless DHM-dental then still is prepared to execute the agreement based on the originally delivered terms, or unless if the price increase is the result of a privilege or an obligation pursuant to the acting law on DHM-dental or unless if it is stipulated that the delivery is situated later than three months after the purchase will take place.

#### article 4. Suspension, dissolution and termination of the interim agreement

1. DHM-dental is entitled to suspend the fulfillment of the obligations or to dissolve the agreement if:
  - the Buyer does not or not fully fulfill his obligations under the agreement
  - after the conclusion of the agreement DHM-dental has come to know facts or circumstances giving good cause to fear that the Buyer will not fulfill his obligations;
  - the Buyer during the conclusion of the contract was requested to provide security for the fulfillment of his obligations resulting from the agreement and this security was not or insufficiently provided;
  - If by delay on the part of the Buyer, it is no longer possible for DHM-dental to fulfill the agreement at the originally agreed conditions, DHM-dental shall be entitled to dissolve the agreement.
2. Furthermore, DHM-dental is entitled to dissolve the agreement if circumstances arise of such a nature that fulfillment of the obligations becomes impossible or if other circumstances arise of such a nature that the unaltered maintenance of the agreement by DHM-dental cannot be requested by the Buyer.
3. If the agreement is dissolved, the claims of the DHM-dental on the Buyer immediately become due and payable. If DHM-dental suspends fulfillment of his obligations, he shall retain his rights under the law and the agreement.
4. Should DHM-dental decide to suspend or dissolve the agreement, DHM-dental is in no way required to pay any damages and costs that arise due to this in any way.
5. If the dissolution is attributable to the Buyer, DHM-dental is entitled for damages, including the cost, thereby directly and indirectly created.
6. If the Buyer does not fulfill his obligations arising from the agreement and this failure justifies termination, then DHM-dental is entitled to terminate with immediate effect the Agreement without any obligations for the payment of any damages or compensation, while the Buyer, by virtue of default, is required to pay for damages or compensation.
7. If, in the meantime, the agreement is terminated by DHM-dental, DHM-dental will consult the Buyer in order to arrange for transfer of work/delivery to third parties. This only applies if the termination is attributable to the Buyer. If the transfer of the work comes with extra costs, then these will be charged to the Buyer. The purchaser is obliged to meet these costs within the time limit, unless DHM-dental indicates otherwise.
8. In the event of liquidation, of (application for) moratorium or bankruptcy, of seizure - if and in so far as the seize is not ended within three months - at the expense of the Buyer, of debt restructuring or any other

circumstance whereby the Buyer can no longer freely feature his property, DHM-dental is entitled to cancel the agreement immediately for its part, without any obligation for the payment of any damages or compensation. The claims of DHM-dental to the Buyer are in that case immediately due and payable.

9. When the Buyer has cancelled a placed order whole or partly, the costs will be charged for the executing and packing operation business, increased with the delivery costs reserved for the implementation of the agreement.

#### article 5. Force Majeure

1. DHM-dental is not obliged to fulfill their obligations to the Buyer if DHM-dental is obstructed to do this as a result of a circumstance not due to debt and not by law, a legal act nor a prevailing opinion in traffic to that account.
2. With Force Majeure in this general terms is meant, amongst those things included by law and legal terms to this respect, all external causes, foreseeable or not foreseeable, things that cannot be influenced by DHM-dental, but through which DHM-dental is not capable to fulfill its duties. Strikes in the company of DHM-dental or third parties are included in this. DHM\_dental also has the right to call for Force Majeure when this circumstance is obstructing the (further) fulfillment of the agreement, after DHM-dental should have fulfilled its duties.
3. DHM-dental can suspend their obligations of the Agreement during the period that Force Majeure is persisting. When this period of Force Majeure is persisting longer than two months, then all parties are entitled to dissolve the Agreement, without any obligation to compensate for damage to the other party.
4. Insofar DHM-dental at the start of the Force majeure, in the meantime, has partly fulfilled their obligations from the Agreement or is able to fulfill them, and insofar the fulfilled or respectively to be fulfilled part is having its independent value, DHM-dental is justified to bill the part that has been fulfilled or will be fulfilled separately. The Buyer is bound to pay this bill as if in the situation that the Agreement was meant to be executed in separate parts.

#### article 6. Payment and collection costs

1. Payment is due to be made within 14 days after invoice-date, in a manner to indicate by DHM-dental in the currency that is invoiced, unless indicated differently by writing of DHM-dental or agreed otherwise by writing. DHM-dental is entitled to invoice periodically.
2. If the Buyer fails to pay an invoice in time, the Buyer is legally in default. The Buyer is owing an interest of 1% per month, unless the legal interest is higher, in which case the Buyer is due a legal interest. The interest on the amount due will be calculated from the moment that the Buyer is legally in default until the moment of payment of the total amount.
3. DHM-dental is entitled to use the payments of the Buyer to firstly reduce the costs, secondly to reduce the amount of open interest and finally reduce the total payment and accrued interest.
4. DHM-dental can, without failing to their obligations, refuse an offer for payment, when the Buyer is indicating another order for the calculation of the payment. DHM-dental can refuse the total payment of the amount of the principal, when it is not combined with the payment of the open interest and the collection costs.
5. The Buyer shall never be entitled to settle the amount due to DHM-dental.
6. Objections to the amount of a bill shall not suspend the payment obligation. The Buyer who does not appeal to section 6.5.3 (Articles 231 to 247 of Book 6 BW) is also not entitled to suspend the payment of a bill for any other reason.
7. If the Buyer fails in the timely fulfillment of its obligations, then all reasonable costs incurred in obtaining payment out of court are on behalf of the Buyer. The extra juridical costs are calculated on the basis of that what is common at that time in the Dutch collection costs praxis. However, should DHM-dental calculate higher costs for collection than reasonably necessary, only the actual costs become eligible for compensation. Any juridical and execution costs will also become eligible. The Buyer is also obliged to pay for interest of collection costs.

#### article 7. Retention

1. All goods delivered by DHM-dental in the framework of the agreement remain the property of DHM-dental until the Buyer fulfills all obligations under the agreement with DHM-dental.
2. Goods delivered by DHM-dental, that due to paragraph 1. are under retention, may not be resold and must never be used as currency. The Buyer is not entitled to pledge or otherwise encumber the goods falling under the retention.
3. The Buyer is obliged to do that which is reasonably expected of him to keep the property of DHM-dental in good order.

4. If third parties seize goods that are delivered by DHM-dental that are subject to retention or if third parties try to claim rights to goods that are delivered by DHM-dental that are subject to retention, then the Buyer is obliged to immediately notify DHM-dental of this fact.
5. The Buyer is obliged to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water as well as against theft and the Buyer is obliged to hand over the insurance policy of this insurance to DHM-dental at first request. In the case that the insurance covers the lost goods, DHM-dental is entitled to claim this payment. Insofar if necessary, the Buyer is obliged to cooperate to all that within the context appears to be necessary or desirable.
6. In case the DHM-dental wishes to exercise their ownership rights, as mentioned in the present article, the Buyer will give in advance unconditional and irrevocable permission to DHM-dental and to third parties that are appointed by DHM-dental to enter all those places where properties of DHM-dental are located and will allow return of those goods.

#### article 8. Warranty, research and claims, limitation period

1. Goods to be delivered by DHM-dental meet the usual requirements and standards that are reasonable at the time of delivery and meet the demands for normal use in the EEG. The warranty referred to in this article shall apply only to goods that are intended for use inside the EEG. When used outside the EEG the Buyer must verify him/herself if the use of the product meets the standards for use at that location. DHM-dental may in this case put different warranty and other conditions in respect of the goods to be delivered or in respect of work to be carried out.
2. The warranty mentioned in paragraph 1 of this article shall apply for a period of 1 year after delivery, unless the nature of the work dictates otherwise or parties have agreed otherwise. Consumables [mirror heads; handles; cleaning boxes; autoclave caps, etc.] are excluded from warranty for damages caused by normal use of the products or caused by the cleaning or sterilization process. If the warranty provided by DHM-dental is concerning goods that are produced by a third party, then the warranty is limited to the warranty provided by the producer of the goods, unless otherwise stated.
3. Any form of warranty will be void if a defect has arisen as a result of injudicious or improper use thereof or care after the expiry date, improper storage or maintenance by the Buyer and/or by third parties when, without written permission of DHM-dental, the Buyer or third parties have modified the goods or have tried to modify the goods, or if other parts were installed to the goods; or if those goods were modified in a way other than the prescribed manner. The Buyer will have no warranty claim if the defect is caused by or the result of circumstances where DHM-dental has no influence, including weather conditions (such as but not limited to, extreme rainfall or temperatures) et cetera.
4. The Buyer is obliged to (have) examine(d) the delivered goods immediately, at the time the goods are available to him or at the moment that the relevant activities are carried out. In doing so, the Buyer should examine if the quality and/or quantity of the delivered goods is corresponding to what has been agreed and if the goods meet the requirements that parties have agreed to in this regard. Any visible defects must be reported in writing within seven days of delivery to DHM-dental. Any non-visible defects must immediately, and in any case no later than within 14 days after discovery thereof, be reported in writing to DHM-dental. The notification must give a description of the defect as detailed as possible, so that DHM-dental is able to respond adequately. The Buyer must allow DHM-dental to investigate the complaint.
5. If the Buyer submits a claim in time, this claim will not suspend any payment obligations. The Buyer in that case is held to purchase and payment of any goods otherwise ordered.
6. If a defect is mentioned too late, then the Buyer will not be entitled to claim any repair, replacement or compensation.
7. If it is established that goods delivered have a defect and if DHM-dental has been notified in time, then DHM-dental will, within a reasonable period of time after return receipt, or, if return is not possible, reasonably written notification in respect of the defect by the Buyer, at the discretion of DHM-dental, replace or take care of recovery or replacement thereof to the Buyer for compensation.
8. If it is established that a product is not in good order and in that regard, is the subject of the complaint in a timely manner, then within a reasonable period of time, DHM-dental will, after return receipt of the defective product or, if return is not possible, after reasonably written notification in respect of the defect by the Buyer, at the discretion of DHM-dental, replace or take care of recovery or replacement thereof to the Buyer for compensation. In case of replacement the Buyer is obliged to return the replaced goods to DHM-dental and transfers the ownership to DHM-dental, unless DHM-dental indicates otherwise.
9. If it is established that a complaint is unfounded, then all costs, including the research costs made by DHM-dental or third parties, will integrally be charged to the Buyer.
10. After expiry of the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Buyer.
11. By way of derogation from the statutory limitation periods, the Statute of limitations of all claims and defenses against DHM-dental and those third parties that are contracted by DHM-dental, will be one year.

**article 9. Liability**

1. If DHM-dental should be liable, then this liability is limited to what is regulated in this provision.
2. DHM-dental is not liable for damages of any kind, caused by or on the basis of any incorrect and/or incomplete data provided by the Buyer.
3. If DHM-dental should be liable for any damage, then the liability of the DHM-dental is limited to a maximum amount of twice the invoice value of the order, at least to that portion of the order to which the liability is relating.
4. The liability of DHM-dental is always limited to the amount of the benefit of his insurance provider.
5. DHM-dental is only liable for direct damage.
6. Direct damage shall be understood to be exclusively the reasonable costs incurred to determine the cause and extent of the damage, so far the determination relates to damage in the meaning of these terms, any reasonable costs are made to let DHM's faulty performance conform to the agreement, insofar this can be attributed to DHM-dental and reasonable cost incurred to prevent or limit the damage, as far as the Buyer shows that these costs have led to the limitation of direct damage as meant in these general terms and conditions.
7. DHM-dental shall in no event be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.
8. Limitations of liability included in this article do not apply if the damage is due to wilfull misconduct or gross negligence of DHM-dental or his senior subordinates.

**article 10. Risk-transition**

1. The risk of loss, damage or depreciation is transitioned to the Buyer at the moment that the goods are in possession of the Buyer into the power and influence of the Buyer.

**article 11. Indemnification**

1. The Buyer will indemnify DHM-dental for any claims by third parties that, in connection with the performance of the contract, cause injury and the cause of which is attributable to others than to DHM-dental.
2. In the case that DHM-dental should be called by third parties for that purpose if, then the Buyer is held to assist DHM-dental both outside and inside court and to do everything that can be expected immediately in that case. Should the Buyer default in taking appropriate measures, then DHM-dental, without notice, is entitled themselves to do so. All costs and damages that on part of DHM-dental and third parties thereby arise, will be charged to the account and risk of the Buyer.

**article 12. Intellectual property**

1. DHM-dental reserves the rights and powers to which they are entitled under the copyright law and other intellectual property laws and regulations. DHM-dental has the right to use any increased knowledge, gained by the performance of a contract, for other purposes, in so far as no strictly confidential information of the Buyer is given to third parties.

**article 13. Applicable law and disputes**

1. To all legal relationships in which DHM-dental is a party, only the Dutch law is applicable, whether in whole or in part to a commitment abroad implementation is given or if the party concerned at the legal relationship is domiciled in that country. The applicability of the Vienna Sales Convention is excluded.
2. The judge established nearest to the location of DHM-dental has the exclusive jurisdiction to hear disputes, unless otherwise required by law. Nevertheless, DHM-dental has the right to submit the dispute to the competent court according to the law.
3. Parties will only appeal to the Court after they have done their utmost to settle a dispute by mutual agreement

**article 14. Reference and change policy**

1. The most recently filed version of these general terms shall always apply, or, as the case may be, the version valid at the time of the legal relationship with DHM-dental.
2. The Dutch text of the general terms and conditions prevails at all time for explanation of the terms.