

1. Scope

- 1.1. In the absence of any agreement to the contrary, the following General Terms and Conditions of Delivery and Payment (hereinafter referred to as "Conditions") shall apply exclusively to all - current and future - deliveries of goods and services (hereinafter referred to as "Deliveries") to customers as defined in Clause 1.2.
- 1.2. These General Terms and Conditions shall only apply to persons who, at the time of conclusion of the contract, are acting in the exercise of their commercial or self-employed professional activity ("Entrepreneur") as well as to legal entities under public law or a special fund under public law. They shall not apply to natural persons who conclude the contract for a purpose that cannot be attributed to their commercial or self-employed professional activity ("consumers").
- 1.3. The terms and conditions of our customers shall not form part of any contract even if we do not expressly exclude them.

2. Conclusion and Content of the Contract

- 2.1. Our offers are non-binding. In the absence of any provision to the contrary contained in the order, the customer is bound by its order for a period of 14 days as from the date of receipt. Contracts only come into effect by way of our written order confirmation or delivery. Fax and email are also deemed to constitute the written form.
- 2.2. Oral ancillary agreements or commitments by our employees which go beyond the content of the written contract or which modify these conditions in such a way that is disadvantageous to us, are only valid where they are confirmed in writing.
- 2.3. On conclusion of the contract, our customers are provided with a user manual via cloud.zeramex.com, which forms an integral part of the contract.
- 2.4. Any illustrations, drawings, weight specifications and measurements provided on conclusion of the contract only represent approximate values insofar as they are not a) expressly identified as binding or b) material.
- 2.5. We reserve all rights of ownership and copyright to cost estimates, drawings and other documentation. They must not be disclosed to third parties without our prior written consent.
- 2.6. Our product specifications do not constitute any guarantee.

3. Personal data

- 3.1. When you contact us (for example via phone, contact form or e-mail), your personal data will be stored for the purpose of processing your inquiry and in the event that follow-up questions arise.
- 3.2. Price and Payment
- 3.3. Our prices are ex works, net in EUR plus the costs of packaging, shipping and VAT at the statutory rate.
- 3.4. Where the delivery period is longer than 2 months, we are entitled to increase the agreed prices accordingly where, following conclusion of the contract, there are major changes in the price of energy, supplies or raw materials or staff costs, and we are not responsible for these changes. Where the price increase exceeds 5%, the customer is entitled to rescind the contract within 2 weeks of notification of the price increase.
- 3.5. In the absence of any special agreement, payment, without deduction, must clear our bank account within 30 days of delivery and receipt of invoice. Compliance with the payment deadline is determined by the date on which payment arrives in our bank account. We only accept cheques on account of payment and only subject to prior written agreement; bank charges are borne by the purchaser. They are due immediately.
- 3.6. In the event of failure to comply with the agreed payment deadline, we will charge default interest, without sending a reminder, at a rate of 8 percentage points above the base rate applicable at the time, but in any case no less than 10 %.
- 3.7. The customer can only assert a right of set-off or retention where its counterclaims are uncontested, recognised or have been upheld by a declaratory judgement.
- 3.8. Where there is legitimate reason to doubt the customer's ability to pay, such as, for example, due to enforcement proceedings against the customer, default on payment, protests on bills of exchange or cheques, we can require the provision of security or payment in cash part passu with delivery. Where the customer fails to comply with this requirement within a reasonable time limit, we can rescind that part of the delivery contract which has not yet been fulfilled. The time limit is unnecessary where the customer is obviously unable to provide security, such as for example where there has been an application to initiate insolvency proceedings against the customer's assets.

4. Delivery, Transfer of Risk, Partial Delivery, Delivery by Upstream Suppliers

- 4.1. Delivery shall be FCA our distribution warehouse at Gewerbestrasse 17, 79618 Rheinfelden-Herten (Incoterms® 2020).
- 4.2. The risk shall pass to the customer FCA our distribution warehouse at Brombacherstrasse 61, 79539 Lörrach (Incoterms® 2010). Where dispatch is delayed through no fault on our part, the risk shall pass as soon as we have notified the customer of our readiness for dispatch and this shall be the case even where we have assumed other responsibilities, e.g. shipping costs, also by our own carrier. At the customer's request, we will insure the shipment at the customer's expense against damage during transport.
- 4.3. A reasonable amount of partial deliveries are permitted.
- 4.4. Our delivery obligation is subject to the proviso that we receive correct and timely delivery from our own suppliers, unless we are responsible for the incorrect or late delivery.

5. Delivery Time

- 5.1. Delivery shall be made in accordance with FCA to our distribution warehouse at Gewerbestrasse 17, 79618 Rheinfelden-Herten (Incoterms® 2020).
- 5.2. The delivery time commences on receipt of the order confirmation but not before clarification of all details relating to execution and technical matters as well as receipt of the goods to be handled and any agreed advance payment or payment security.
- 5.3. The delivery time has been complied with where the goods are loaded onto the means of transport provided by the customer by expiry of the deadline. Where dispatch is delayed through no fault on our part, the delivery time is complied with on notification of readiness for delivery.
- 5.4. In the event of a delay in delivery, our liability for loss resulting from the delay is limited, in the case of simple negligence, to loss which is foreseeable and typical for such contracts. The level of our liability is limited to a maximum of 0.5% for each week or partial week of the delay, up to a maximum of 5% of the net invoice amount for the part of the delivery affected by the delay. The customer's right to damages in lieu of performance pursuant to Clause 9 remains unaffected. The customer shall notify us, by no later than conclusion of the contract, of any contractual penalties applicable to its customers. In other respects, our liability is governed by Clause 9.
- 5.5. Requests for changes made by the customer shall extend the delivery time until we have examined their feasibility and for the period required for implementing the new requirements into the production. Where ongoing production is suspended due to the request for changes, we may bring forward and finish other orders. We are not obliged to keep production capacity free during the period of the delay.

6. Force majeure

- 6.1. Force majeure or other unforeseen and unavoidable events, for which we cannot be held responsible (e.g. lawful strikes or lockouts, operational breakdown, problems in the procurement of material or energy, transport delays, shortages in staff, energy or raw materials, official measures or difficulties in obtaining authorisations esp. import or export licences), shall extend the delivery time by the duration of the period of disruption and its effects. This also applies where our upstream suppliers are subject to obstructions or during an existing period of delay.
- 6.2. Where the obstruction is not purely temporary, both parties to the contract are entitled to rescind. The right to claim damages is excluded in the cases referred to in Clause 6.1.

7. Retention of Title

- 7.1. We retain title to the goods delivered until all payments have been received and cheques irrevocably honoured in relation to the business relationship with the customer. Where there is a current account relationship, the retention of title relates to the recognised balance.
- 7.2. The customer is obliged to handle the supplied item with care and keep it in good condition; in particular it is obliged to insure it sufficiently against any loss or damage, at its own expense, for the replacement value. The insurance policy and evidence of payment of the premiums must be submitted to us on request. The customer hereby assigns to us any claims arising under the insurance contract subject to the condition precedent that title passes. We hereby accept the assignment.
- 7.3. Any treatment or processing of the retained goods by the customer shall be undertaken on our behalf without involving any obligations on our part. Where the retained goods are mixed or combined with other goods, we shall acquire co-ownership of the new product in accordance with the ratio of the net invoice value of the retained goods to the other materials.
- 7.4. The customer is entitled to sell the retained goods in the ordinary course of business; however, the customer hereby assigns to us, in advance and in full, all receivables to which it becomes entitled as a result of the resale or subsequent use. We hereby accept the assignment.
- 7.5. The customer is entitled to recover the receivables which have been assigned to us. The right to effect recovery shall cease to be valid if the customer fails to comply with its payment obligations from the proceeds recovered. In this case, we can revoke the authorisation for the subsequent sale and use of the retained goods and require the customer to disclose to us the assigned receivables and the respective debtors, provide us with all the information necessary to effect recovery, hand over all the accompanying documentation and notify the debtors of the assignment. In addition, the customer shall submit a list of the retained goods which are still in stock including where they have already been processed.
- 7.6. Redemption of the retained goods does not constitute rescission of the contract. However, if we declare rescission of the contract we shall be entitled to sell the goods as we think fit.
- 7.7. As long as the retention of title exists, the customer may only assign the goods by way of security, pledge them or assign its claim to them with our written consent. Attachment of the retained goods by third parties must be reported to us without delay. The costs arising as a result of defending an attachment shall be borne by the customer insofar as they cannot be recovered from the third party.
- 7.8. Where the value of securities exceeds our claims by more than 10%, we shall, at the customer's request, release securities in this regard at our own discretion.

8. Liability under Warranty

- 8.1. Obvious material defects must be reported to us in writing, without delay, and in any case no later than 8 days after receipt of the goods; hidden defects without delay and in any case no later than 8 days after discovery. Where these time limits are exceeded, all claims and rights under warranty in respect of these defects shall expire.
- 8.2. Customary or minor, technically unavoidable deviations in quality, colour, width, weight or finishing do not constitute defects; in particular deliveries of up to 10% more or less than the order value are permitted unless guaranteed otherwise.
- 8.3. We are not liable for defects in title arising from the fact that we have relied on technical drawings, designs or other information provided by the customer.
- 8.4. We are only liable for the use of the delivered goods, free of defects in title, outside Germany, where such use has been agreed or was to be expected in view of the circumstances existing at the time of conclusion of the contract. In the event of liability for use of the delivered goods, free of defects in title, outside Germany, we are responsible for ensuring that use of the goods at the time of conclusion of the contract did not infringe any rights existing abroad, of which we were aware at that time, or of which we were unaware due to gross negligence.
- 8.5. In the event of legitimate complaint, we will choose either to supply replacement goods or repair the defect. Where replacement goods also contain defects, or repair is unsuccessful, the customer may, after expiry of a reasonable time limit, require a reduction in the price or - where the defect is not a minor one - rescind the contract and claim damages in accordance with Clause 9.
- 8.6. We will not assume the cost of supplementary performance which arises due to the fact that, following delivery, the item delivered is transported to a location other than the customer's place of business.
- 8.7. Insofar as the defect arises from a material third-party product, we are initially entitled to restrict our liability to the assignment of the claims and rights under warranty to which we are entitled as against the supplier of the third-party product, unless satisfaction by way of the assigned claims or rights fails or cannot be obtained for some other reason. In this case, the customer is entitled to the rights under Clause 8.5.
- 8.8. The products delivered by us are not intended to provide diagnoses or prognoses or to determine the course of treatment. Neither the products nor any information provided by us are intended to replace the services of a trained health professional or as a substitute for medical advice. With respect to the products, we make no representations and give no guarantees regarding the treatment, effect or use of medicines.
- 8.9. Claims arising from defects shall lapse after 12 months from the date on which the risk passed, unless we have wilfully concealed defects or caused them intentionally or by gross negligence or we are liable under a guarantee or for death, personal injury or damage to health due to defects.

9. General Liability

- 9.1. We are liable, irrespective of the legal basis, for wilful intent and gross negligence in accordance with the statutory provisions.
- 9.2. In the case of simple negligence, we are only liable for the breach of a material contractual condition, which is one which must be fulfilled in order for the contract to be properly implemented and compliance with which the customer generally expects and is entitled to expect; this liability is limited - in the absence of any provision to the contrary relating to damages for delay under Clause 5.4 - to compensation for foreseeable and customary loss. Our liability for death, personal injury and damage to health; under the Product Liability Act and under guarantee, remains unaffected. In all other cases, liability is excluded.
- 9.3. Claims against us for damages under Clause 5.4 and Clause 9.2, sentence 1 shall lapse after 12 months from commencement of the statutory limitation period.
10. Packaging
- 10.1. Our packaging arising in Germany, but not that attributed to the private end-user within the meaning of the Packaging Act (VerpackV), can be returned to us at our place of business during the normal hours of business; the customer shall bear the cost of return. Packaging must be returned clean, free of extraneous material and sorted according to type.

11. Special provisions on ordering dental prostheses and jaw models based on scanned data

- If the Buyer orders dental prostheses or jaw models through electronic transmission of data that he has generated with a scanner the following provisions shall apply additionally:
- 11.1. To enable CeramTec Dentalvertriebs GmbH to satisfy its delivery obligations relating to Scan Orders, the Buyer must duly satisfy his duties to cooperate in a timely manner. In particular, the Buyer shall ensure that the scanner data are recorded accurately, that all needed information is included, and that the entirety of the scanned data is transmitted to CeramTec Dentalvertriebs GmbH. Employees who operate the scanner and prepare Scan Orders must thus be trained accordingly.
 - 11.2. In the case of Scan Orders, CeramTec Dentalvertriebs GmbH shall produce the dental prostheses and jaw models in accordance with the data transmitted to CeramTec Dentalvertriebs GmbH using the material chosen by the Buyer. Thus, there shall be no claims in the event of defects resulting from improper operation of the scanner, faulty transmission of the scanned data, transmission of faulty data, ordering inappropriate materials, or fitting the dental prosthesis with the patient. Finally, there shall be no defect claims if the defect is attributable to post-processing or alteration of the dental prosthesis or jaw model by the Buyer.

General Terms of Delivery and Payment of CeramTec Dentalvertriebs GmbH, Wallbrunnstraße 24, 79539 Lörrach



- 11.3. *If the Buyer changes or adapts the Prosthetic Element delivered by CeramTec Dentalvertriebs GmbH, any and all liability for defects on the part of CeramTec Dentalvertriebs GmbH shall be excluded.*
- 12. Place of Performance, Jurisdiction, Applicable Law**
- 12.1. *In the absence of any agreement to the contrary, the place of performance for all work under the contract with the customer shall be our registered office.*
- 12.2. *With respect to all disputes arising under the contract, where the customer is a trader, a legal person under public law or a special fund under public law, claims must be brought in the court responsible for our registered office. We are also entitled to bring claims in the place where the customer's registered office is located.*
- 12.3. *German law applies. The UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.*