

General Terms and Conditions of Sale and Delivery of GLS Logistik GmbH & Co Dental Handel KG

1. Area of Application

These General Terms and Conditions of Sale and Delivery (hereinafter also referred to as GTC) apply to the entire business relationship between GLS Logistik GmbH & Co Dental Handel KG (hereinafter referred to as GLS) and the customers within the country and abroad, provided that the customer is an entrepreneur, a legal entity under public law or a special fund under public law as defined in section 310 para. 1 of the German Civil Code (BGB).

The GTC of GLS are applicable on an exclusive basis. Counter-confirmations or general terms and conditions of business of the customer are hereby expressly objected to. This also applies if in submitting or accepting an offer the customer points out to the preferential applicability of own general terms and conditions of business.

2. Fundamentals of the Contract

The rights and duties of GLS and of the customer are subject to the following provisions in the order of priority shown below:

- agreements made on an individual basis;
- these General Terms and Conditions of Sale and Delivery;
- legal regulations.

In case of discrepancies, the first mentioned provisions always prevail over the latter ones. Omissions are always filled by the lower ranking provision as applicable from time to time.

3. Purchase Order – Offer

If the purchase order of the customer is to be qualified as an offer pursuant to section 145 BGB, we may accept it within 14 days.

4. Contents of the Services

4.1 Services of GLS

The contract contains the express agreements between GLS and the customer on an exclusive basis. Unless agreed otherwise, the quality of the contractual product is subject to the product description, provided that it was delivered along to the customer or that the latter knows it.

4.2 Prices – Terms of Payment

The prices of GLS apply ex warehouse including packaging without shipment costs and always plus the statutory applicable value added tax, unless expressly agreed otherwise.

Unless expressly agreed otherwise, all payments shall be made without deduction of any discount. GLS reserves its right to provide services on advance payment only at its own discretion.

Unless fix prices have been agreed, prices remain subject to changes due to changed costs of labour, materials and distribution for deliveries agreed to be made four weeks after entering into the contract or later.

If additional or increased charges – particularly customs duties, levies – should be incurred between entering into the contract and the delivery due to changed legal standards, GLS has the right to increase the agreed price accordingly.

Unless expressly agreed otherwise, the purchase price shall be due for payment as net amount (without deduction) within 10 calendar days of the invoice date.

4.3 Right of Retention, Set-off

The customer's right of retention, if any, only exists with limitation to the same contractual relationship and in case of defects only in the threefold amount of the expenses required to remove the defects. The customer, however, may exercise its right of retention for claims which are undisputed or determined without further legal recourse.

Any set-off against counterclaims is only permitted where they are undisputed or determined without further legal recourse. In addition, the customer may set off against a counterclaim which superseded any right of retention the customer is entitled to under this contractual relationship.

4.4 Partial Delivery, Shipment

GLS has the right to make reasonable partial deliveries.

If the shipment route and the means of transportation have not been agreed upon individually, GLS may opt for the shipment route and the means of transportation resulting as the most favourable for GLS. In doing so, GLS will take into consideration the evidently recognisable interests of the customer.

The costs for packaging and shipment shall be borne by the customer.

Unless agreed otherwise, the goods are shipped uninsured.

4.5 Place of Performance – Passing of the Risk

Unless expressly agreed otherwise, the place of performance is agreed to be the warehouse of GLS. If the product is shipped to the customer on its request, the risk of accidental loss or the accidental deterioration of the product passes to the customer at the time when the product is handed to a forwarder or carrier, however not later than at the time when the product leaves the warehouse irrespective of whether the shipment is made from the place of performance or who bears the freight charges.

5. Liability of GLS

GLS is liable as provided in the legal regulations if the customer asserts damage claims attributable to wilful acting or gross negligence, including wilful acting or gross negligence of representatives or agents with vicarious liability of GLS. If there is no wilful breach of contract, liability is limited to the foreseeable, typically occurring damage.

GLS is liable as provided in the legal regulations if GLS culpably violates any material contractual duty in which case liability for damages is limited to the foreseeable, typically occurring damage.

If, apart from the foregoing, the customer is entitled to compensation of the damage *in lieu* of performance due to a negligent breach of duty, our liability is limited to compensation for the foreseeable, typically occurring damage.

Liability for culpable injuries with lethal consequences or resulting in physical disability or damage to health shall not be affected; this also applies to the mandatory liability under the German Product Liability Act. Unless provided differently in these GTC, liability is excluded.

6. Delivery Time

6.1 If the customer gets in default of acceptance or if the customer culpably violates any other duties to cooperate, then GLS has the right to request compensation for damages it suffered as a result thereof, including extra expenses, if any. GLS reserves its right to additional rights or claims.

6.2 If the conditions set forth in section 6.1 above are met, the risk of accidental loss or accidental deterioration of the object of purchase passes

to the customer at the time when the latter gets in default of acceptance or payment.

6.3 Notwithstanding liability pursuant to section 5 of these GTC, in the event of delays in delivery due to simple negligence and provided that the delay in delivery was not caused by the culpable violation of a material contractual duty, the liability of GLS is limited to a lump-sum compensation for delay at a rate of 0.5% of the delivery value, however not to exceed a maximum of 5% of the delivery value.

7. Claims for Defects

Claims for defects of the customer are subject to its compliance with its duties to inspect and give notice as defined in section 377 HGB (German Commercial Code). The notice of defect shall be made not later than until the end of the third working day upon delivery which in case of hidden defects not recognisable despite proper inspection is not later than by the end of the third working day after the discovery of the defect. In the event that a product is defective, the customer is entitled to subsequent performance. GLS is obliged to provide subsequent performance either in form of defect removal (subsequent improvement) or delivery of a new item free of defects (subsequent delivery) at its own option. If subsequent performance proves abortive, the customer may reduce the purchase price or withdraw from the contract without having to observe any period of notice. This also applies if GLS denies the subsequent performance or if the customer cannot be reasonably expected to accept subsequent performance.

If the customer withdraws from the contract, then the customer may also assert claims for damages *in lieu* of performance.

In the event of subsequent performance GLS shall bear all the expenses required for the purpose of defect removal, especially costs of transportation, travelling, labour and materials, provided that such costs do not increase due to the fact that the object of purchase was brought to another place than the place of performance, unless such relocation is consistent with its intended use. Claims for defects become statute-barred within 12 months after the passing of the risk.

8. Default of payment

In case of the customer's default of payment, the claims of GLS are those provided in the legal regulations.

9. Reservation of Title

9.1 GLS reserves its title to all delivered products until the full satisfaction of all money claims of GLS resulting from its business relationship with the customer, although payments may have been made for specifically identified claims.

9.2 Reselling, Reprocessing

The customer may sell or process the products subject to the reservation of title only in the ordinary course of business and provided that he is not in default. The customer shall treat the products with care, take out reasonable insurance cover for them and maintain them, if required.

9.3 Assignment

The customer's claims resulting from the resale of the products subject to reservation of title plus all ancillary rights are assigned to GLS in their full amount as security irrespective of whether the products are sold to one or several purchasers or whether the claims arise currently or eventually. If the products subject to reservation of title are sold along with other products not owned by GLS, then the customer's claim resulting from the resale of the products subject to reservation of title are assigned to GLS as security only in the amount of the invoice of GLS. The customer is authorised to collect the claims assigned to GLS for as long as the customer complies with its duties to GLS.

9.4 Rights in Case of Default of Payment, Insolvency Proceedings

If the customer should get in default of payment or if insolvency proceedings are instituted against its assets, then GLS has the right

- to revoke the authorisation to sell or process or incorporate the products subject to reservation of title and to collect the claims assigned to GLS;
- request the surrender of the products subject to reservation of title without the customer being entitled to any right of retention against such claim for surrender which is not based on the same contractual relationship;
- to inform third-party debtors of the assignment.

9.5 Release

If the realisable value of the securities provided to GLS exceeds its claims by more than 15% for longer than just a transitional period, GLS will – at its option – release securities in a relevant amount on the customer's request.

10. General Provisions

10.1 Choice of Law

The entire business relationship between GLS and the customer is governed by the law of the Federal Republic of Germany on an exclusive basis. The application of the UN Sales Law is expressly excluded.

10.2 Venue of Court

Venue of court for all disputes resulting from the business relationship between GLS and the customer shall be Kassel, Germany. GLS, however, it also entitled to opt for asserting own claims at the customer's venue of court.

10.3 Severance

If any of the provisions of these GTC or individual agreements entered into additionally, if any, should be or become invalid, as a whole or in part, it shall not affect the validity of the remaining provisions.

10.4 Force Majeure/Acts of God

Events of force majeure/acts of God entitle GLS to withdraw from the contract if it becomes impossible for GLS to fulfil its duties to the customer as a result of such force majeure/acts of God.

This also applies if the event of force majeure/act of God occurs with any of the suppliers of GLS or any of their sub-suppliers.

Strike, lock-out, mobilisation, war, blockade, import and export bans, traffic disruptions and other circumstances which are not under the control of GLS are equivalent to events of force majeure/acts of God.