

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 referred to as GTSD) 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 GTSD 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:

- a) agreements made on an individual basis;
- b) these GTSD;
- c) legal regulations.

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

3. Purchase Order – Offer

If the customer's purchase order is to be qualified as offer pursuant to sec. 145 BGB, GLS may accept it within 14 days.

4. Contents of Services

4.1 Services of GLS

The exclusive content of the contract is as agreed between the GLS and the customer.

4.2 Prices – Terms of Payment

The agreed prices of GLS apply ex warehouse including packaging, without shipment charges and plus statutory value added tax as applicable from time to time, unless expressly agreed otherwise.

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

Unless in case that fixed prices were agreed, reasonable price adjustments remain reserved for changed costs for wages, materials and distribution occurring – according to the agreements made – four weeks or later after the conclusion of contract.

If additional or increased charges – particularly customs duties, levies - are incurred between the conclusion of contract and the delivery based on changed legal norms, GLS has the right to increase the agreed price accordingly.

Unless expressly agreed otherwise, the net purchase price (without deduction) shall be due for payment within the period indicated in the invoice as of the invoice date and delivery or acceptance of the goods.

4.3 Right of Retention, Set-off

Any right of retention of the customer exists only with effect limited to the same contractual relationship and in case of defects only in the threefold amount of the expenses required to remove the defect. On the other hand, the customer may exercise its right of retention for claims which are undisputed or determined without further legal recourse.

Set-off against counterclaims is only permitted to the extent as they are undisputed or determined without further legal recourse. In addition, the customer may set off against a counterclaim superseding 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 choose the shipment route and the means of transportation GLS deems most favourable. In making such choice, GLS will take into consideration the customer's interests that are obviously recognisable for GLS.

The customer shall be responsible for the costs of shipment.

Unless agreed otherwise, the shipment of the goods is made without insurance.

4.5 Place of Performance – Passing of the Risk

Unless expressly agreed otherwise, the warehouse of GLS is agreed as the place of performance. If the product is sent to the customer on its request, the risk of accidental loss or accidental deterioration of the product shall pass to the customer upon its delivery to a carrier or forwarder, however no later than at the time 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

5.1 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.

5.2 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.

5.3 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.

5.4 Liability for culpable injuries with lethal consequences or resulting in physical disability or damage to health shall not be affected; this shall also apply to the mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).

5.5 Unless provided differently in these GTSD, liability is excluded.

6. Delivery Period

6.1 If the customer gets in default of acceptance or if the customer culpably violates other duties to cooperate, GLS has the right to claim compensation of the damage it incurred in this connection, including additional expenses, if any. Additional rights or claims remain reserved.

6.2 If the conditions set forth in clause 6.1 of these GTSD are met, the risk of accidental loss or accidental deterioration of the object of purchase shall pass to the customer at the time when the customer gets in default of acceptance or default of payment as debtor.

7. Claims for Defects

7.1 For claims for material defects of the customer it is required that the latter complied with its duty to inspect and notify the defect pursuant to sec. 377 HGB (German Commercial Code). In case of obvious defects, the notice thereof shall be made until no later than the lapse of the third working day upon delivery; in case of hidden defects that could not be recognised despite proper inspection, the notice shall be made until no later than the lapse of the third working day of the detection of the defect; and in case of defects detected in conducting a proper inspection, the notice shall be made until no later than the lapse of the third working day after the detection of the defect.

7.2 In case of a defective condition of the product, the customer is entitled to subsequent performance. GLS is obligated to provide subsequent performance at its option in form of either removal of defect (subsequent improvement) or delivery of a new item free of defects (subsequent delivery). If subsequent performance proves abortive, the customer may reduce the purchase price (reduction of the purchase price) or opt for withdrawing from the contract with immediate effect. This shall also apply if GLS refuses subsequent performance or if the customer cannot be reasonably expected to accept subsequent performance.

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

7.4 In the event of subsequent performance, GLS shall bear all the expenses required to remove the defect, including, but not limited to costs for shipment, travel, work and materials, provided that such costs are not increased due to the fact that the object of purchase was transferred to another place than the place of performance, unless the transfer is in line with its intended use. GLS will refund costs of mounting and dismounting in accordance with the legal regulations. The foregoing shall apply *mutatis mutandis* in cases of supplier recourse pursuant to sec. 445a BGB.

7.5 Claims for defects become statute-barred within 12 months upon delivery. The legal special regulations of sec. 438 para 1 no. 1 para. 3 BGB, sec. 444 BGB as well as sec. 445b BGB shall remain unaffected.

7.6 In any event, the special legal regulations applying to the end delivery of unprocessed goods to a consumer (supplier recourse pursuant to sec. 478 BGB) shall remain unaffected. Claims based on supplier recourse are excluded if the defective goods were further processed by the purchaser or another entrepreneur, e.g. by integration into another product.

8. Default of Payment

Upon the lapse of the term of payment pursuant to clause 4.2, the customer will be in default. While such default persists, the purchase price shall yield interest at the rate of the statutory default interest rate as applicable from time to time. GLS reserves its right to assert additional damages due to the default.

9. Reservation of Title

9.1 GLS retains the title to all delivered products until the full satisfaction of all monetary claims of GLS under its business relationship with the customer, even if payments are made for specifically identified claims (goods under reservation).

9.2 Resale, Further Processing

The customer may only resell or further process the goods under reservation in the ordinary course of business and on the condition that the customer is not in default. The customer shall treat the goods with care, take out reasonable insurance for the goods and maintain them, if required.

9.3 Assignment

The claims of the customer resulting from the resale of the goods under reservation plus all ancillary rights shall be assigned to GLS in their full amount by way of security regardless of whether sold to one or several buyers and regardless of whether accruing in the present or in the future. If the goods under reservation are sold together with other products not owned by GLS, the customer's claim resulting from the resale of the goods under reservation shall be assigned to GLS by way of security only in the amount invoiced by GLS. The customer is authorised to collect the claims assigned to GLS for as long as the customer meets its obligations to GLS.

9.4 Rights in Case of Default of Payment, Insolvency Proceedings

If the customer should get in default of payment or if its assets should become subject to the insolvency proceedings, GLS will have the right

- a) to withdraw the authorisation to resale or process or integrate the goods under reservation and to collect the claims assigned to GLS;



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- b) to claim the surrender of the goods under reservation without the customer being entitled to assert any right of retention opposed to such claim for surrender, unless such right is based on the same contractual relationship;
- c) inform the third-party creditors of the assignment.

9.5 Release

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

10. Export Clause

- 10.1 Our offers and conclusions of contract are subject to the condition that their implementation is not in conflict with any German, European, U.S. or otherwise applicable export control regulations (e.g. embargos, sanction lists, approval obligations – US embargos, however, only to the extent as the compliance with them is allowed under EU law) or similar customs regulations.
- 10.2 On request, the purchaser shall certify the name and address of the end customer (end-use certificate), the place of use and the purpose of use of the goods.
- 10.3 Delays due to export control inspections or approval procedures extend the periods of delivery and the agreed periods accordingly by their duration, which, however, shall not to exceed four weeks.

11. General Provisions

11.1 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.

11.2 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, is also entitled to opt for asserting own claims at the customer's venue of court.

11.3 Severance

If any of the provisions of these GTSD 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.

11.4 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 shall also apply if the event of force majeure/act of God occurs with a supplier of GLS or any of its sub-suppliers.

Events of force majeure/acts of God also include, without limitation, epidemics and pandemics, also the Covid-19 pandemic.

Strike, lock-out, mobilisation, war, armed conflict, civil war, coup d'état, terrorism, piracy, blockade, import and export bans, traffic disruptions, lack of labour, energy or raw materials, difficulties in procuring necessary governmental approvals, governmental acts and bans, and other circumstances, which are unforeseeable and not under the control of GLS are equivalent to events of force majeure/acts of God; equally so, failing, incorrect or out-of-time delivery by suppliers, for which GLS is not responsible.

GLS shall not be liable for the impossibility of delivery or delays of delivery if caused by force majeure/acts of God or other, equivalent events. If such events significantly impede or prevent the provision of the delivery or the performance by GLS, and if such obstruction is not just of a temporary nature, GLS will have the right to withdraw from the contract. In case of obstructions of a temporary nature, the delivery and performance periods will be extended or the delivery or performance deadlines will be postponed by the period of obstruction plus a reasonable start-up time. If due to the delay, the customer cannot be reasonably expected to accept the delivery or the performance, he may withdraw from the contract by immediate written declaration to GLS.



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