

# GENERAL PURCHASING CONDITIONS

Coltène/Whaledent GmbH + Co. KG, Raiffeisenstraße 30, 89129 Langenau/Germany, www.coltene.com

Valid since April 2019

1. All orders must be effected in accordance with the following Purchasing Conditions:

Supplier shall acknowledge our conditions by confirmation of order. Variations from our purchasing conditions require an express, individual approval in order to be accepted. Conditions contrary to these conditions are not to be considered part of this agreement, even in the event that their contents are not expressly vetoed.

Orders and other sub-agreements are only valid when they are submitted in writing.

We reserve the right to retract an order at any time in the event that the acceptance of order, together with price and delivery conditions, has not been confirmed in writing within 14 days after receipt by the vendor.

2. We must receive the ordered products by the prescribed deadline. In the event that the confirmed deadlines cannot be met after confirmation of order, a decision will be reached on our part immediately whether or not to maintain the order. If the ordered products are received by us after the confirmed delivery date, then we shall have the right to decide either in whole or part to rescind the order without need for either setting a grace period for acceptance or for an explanation of refusal. Our full claim for replacement of damages remains unchanged.

3. Clauses customary in the trade are to be construed in accordance with the current Incoterms (currently Incoterms 2010).

Partial or multiple deliveries may only occur with our approval. Delivery and shipment must be free of all charges and at the expense and risk of supplier. For stipulated delivery from the factory, shipments are to be done at the lowest possible costs, as long as we have not expressly specified another form of shipment. Additional costs incurred due to expediting an order to meet delivery deadlines are to be the sole cost of the supplier.

Packing costs are to be added in with the original cost, in the event that it is not included in the agreed price. For return shipments, at least two thirds of the calculated value shall be credited back to us. We do not acknowledge the assessment of a deposit for packaging costs.

Acts of God beyond control such as majeure, strike, mobilization, war, fire and other unforeseeable circumstances as well as disruption of operation in either our or our buyers' business, which may lead to a discontinuation or curtailment of our products shall free us for their duration and within the scope of their effect from our acceptance obligations, to the extent that we cannot avert these disruptions or their avoidance is not possible with reasonable means. All claims on the part of supplier to a quid pro quo or to damages are to be excluded in the event of circumstances as herein described.

4. Every delivery we receive must be accompanied by a delivery note in duplicate. The invoice shall be delivered, also in duplicate, and separate from the delivery note. Our detailed order specifications (purchaser, order number, supplier number, REF No.) must be indicated clearly and completely on the invoice.

5. Payment is to be at our option either within 10 days at a 3% discount, 30 days with a 2% discount or 60 days net. The date of the complete receipt of delivery, at the earliest however the day of receipt of invoice, is date of determination of payment periods.

6. Payments received in the meantime are not valid as acknowledgement of a duly received delivery. We reserve the right in the event of deficiencies – even if the inspection has been limited to spot checks – at our option either to withdraw from the agreement in part or totally without demanding reparations or reduction of purchase price, or to undertake reworking measures at supplier's cost or to request replacement or damages; we may also charge for the costs of inspections of defective or deficient deliveries. Costs arising from products which we send back to the supplier shall in principle be charged to supplier with a notation that we have the right to also demand payment for the charges which have been assessed for naught. In the event that no other determination is given, the deficiency guarantee period has a duration of at least one year after receipt of order by us. Where a legally permissible longer deficiency guarantee period is in existence, this guarantee period shall be valid. For reworked products or for spare parts deliveries, the deficiency guarantee period begins anew, starting with the delivery of the reworked product and/or spare parts.

7. Any and all materials provided such as drawings, tools, materials, individual parts, etc. shall remain our property and shall not be used for third parties. Redundant individual parts and materials as well as all drawings and tools provided are to be returned to us immediately upon settlement of the order, unless otherwise expressly agreed.

Supplier shall assume all responsibility associated with the supply and use of the ordered items such that the trademark rights of any third party shall not be violated. In the event of violation to outside trademark rights, all legal claims on our part with regard to supplier shall remain in effect due to liability for defects and/or defect of title, also in the event of parts, which the supplier has received from third parties.

In the event the supplier has at his disposal certain trademark rights, which apply to the use of and special application of the products supplied, supplier is to grant us a co-use right of the trademark rights at no additional cost and within the scope of the materials supplied.

Unless otherwise agreed, all tools, forms, printing blocks, etc. which are made in part or in full at our expense, along with manufacture, transfer over to become our property. They are to be carefully kept safe by the supplier so that they are at all times in a usable condition. We have the right to request the cost-free transfer over of said materials at any time, should it become in any way required.

8. Quality

The Contractor is to establish and maintain a documented quality assurance system which corresponds to state-of-the-art technology in terms of type and scope. The Contractor is to prepare records, in particular with regard to his quality testing, and to provide these to the Client upon request. Hereby the Contractor agrees to quality audits by the Client or an appointed representative to assess the effectiveness of his quality assurance system.

9. Prohibition of Advertising/Confidentiality

9.1. The use of enquiries, orders and the related exchange of correspondence of the Client for promotional purposes requires the express and written consent of the Client.

9.2. The Contractor shall not disclose any information to third parties relating to all company procedures, facilities, equipment, documents etc. between the Client and his customers which become known in conjunction with his activities for the Client, even after submitting the respective offers or completion of the contract. He shall impose the corresponding obligations on his vicarious agents and auxiliary persons.

10. In the event that individual provisions of this agreement should become ineffective, the other remaining provisions shall remain in effect. In this case, the invalid provision is then to be re-written or amended so that the original intended business objective will still be achieved.

The same shall hold in the event that, upon execution of the agreement, a contractual loophole shall arise which would need appropriate revision.

11. For all contracts and legal activities, the laws of the Federal Republic of Germany are exclusively applicable. Place of execution is Langenau. Place of jurisdiction for all disputes regarding this contract shall be Ulm/Donau.