

## General Terms and Conditions of denthouse GbR, Germany

Place of business: Holsteiner Ufer 34, 10557 Berlin, Germany, Status: 2009-01-01

### § 1 Scope

- (1) Regarding the business relationship between denthouse GbR (hereinafter: denthouse) and the customer, only the following General Terms and Conditions which were present on the internet at the point of time when the order was placed, and therefore were accepted through placement of the order, shall apply. The business relationship concerned here includes the sale of different services in the dental profession.
- (2) Denthouse shall carry out the order according to the General Terms and Conditions valid at the time of order placement. The customer can access the current version of the General Terms and Conditions under "AGB" on the internet web page [www.denthouse.com](http://www.denthouse.com). Denthouse expressly reserves the right to make alterations and additions.
- (3) These General Terms and Conditions shall apply exclusively; denthouse does not recognize any provisions of the customer conflicting with or deviating from these General Terms and Conditions unless denthouse has expressly consented to their validity in writing. These General Terms and Conditions shall also apply even if denthouse performs delivery to the customer in full awareness of customer provisions conflicting with or deviating from said General Terms and Conditions.
- (4) All agreements concluded between denthouse and the customer in execution of this Contract are stipulated in writing therein.

### § 2 Conclusion/rescission of contract

- (1) The respective contract is formed when denthouse accepts the order through an order confirmation which denthouse sends via e-mail. If the customer failed to specify an e-mail address in the order or the address specified could not be reached for technical reasons, the contract is initially formed on dispatch of the goods.
- (2) Denthouse shall immediately check incoming documents and immediately report any deficiencies thus determined to the customer by e-mail or by telephone. Any changes in the scope of the contract must be clarified with the customer. The customer shall receive an order confirmation for the new scope of performance along with a handwritten copy of the amended order form.
- (3) SiCAT reserves the right of rescission in the following cases:
  - (a) The goods are not available for a period of at least eight weeks.
  - (b) Data errors which prevent proper execution of the order have occurred.
  - (c) Denthouse reserves the right to perform a credit assessment on conclusion of the contract and to withdraw from the contract in case of a negative outcome. In case of a bad credit rating, rescission can be prevented through advance payment.

### § 3 prices

- (1) All prices quoted in catalogs and price lists are subject to change without notice. The prices valid on the day of delivery or performance shall apply. All prices are quoted without cash discounts or other allowances. The legal value-added (sales) tax is not included in the prices; it will be separately itemized in the invoice to the amount legally applicable on the day of invoicing.
- (2) Costs for postage, packaging and shipping, as well as any costs incurred for loading and insurance, will be charged to the customer. For deliveries of duty unpaid goods, the duties levied by the customs authorities and any associated costs shall be borne by the customer.

### § 4 Terms of payment

- (1) The purchase price is due on conclusion of the contract.
- (2) Except when otherwise stipulated, payment shall be made by direct debit or by credit card. Payments by invoice or advance payment require the express consent of denthouse. If the customer's place of business is located outside of Germany, payment is possible only by credit card or by advance payment.
- (3) If the method of payment is advance payment, the goods are shipped to the customer only on receipt of payment.
- (4) The customer may exercise offset rights only if his counterclaims have been legally determined, are indisputable or have been recognized. He is authorized to exercise his right of retention only if his counterclaim is based on the same contractual relationship. The contractual relationship here is the concrete individual order.

### § 5 Delivery / Delivery time

- (1) Denthouse is entitled to partial deliveries in case part of the ordered goods are temporarily not deliverable. Additional shipping costs shall be borne by denthouse in this case.
- (2) Moreover, the delivery commitment is based on the premise that the customer duly and properly fulfills his obligations. The defense of non-performance of contract is reserved.

(3) Denthouse shall be liable according to the relevant legal regulations insofar as the delay in delivery resulted from an intentional or grossly negligent breach of contract for which denthouse is responsible; any default of denthouse's representatives or vicarious agents is attributable to denthouse. Insofar as the delay in delivery was caused by a grossly negligent breach of contract for which denthouse is not responsible, the liability to pay damages shall be limited to foreseeable and typically occurring damage.

(4) denthouse shall also be liable according to the relevant legal regulations, insofar as the delay in delivery is based on culpable breach of an important contractual obligation; in this case, however, the liability to pay damages is limited to foreseeable and typically occurring damage.

(5) Furthermore, in the event of a delay in delivery, denthouse shall be liable to pay for each completed week of said delay a lump-sum payment for delayed performance amounting to at least 3% of the value of goods to be delivered and not to exceed 15% of the value of goods to be delivered.

### § 6 Transfer of risk – Packaging costs

- (1) Denthouse shall ship bite block plates and drilling templates to the delivery address specified by the customer in his order.
- (2) At the customer's request, denthouse will cover the shipment with transport insurance; any costs thus incurred shall be borne by the customer.

### § 7 Liability for defects

- (1) Any claims for defects on the part of the customer always require that the customer inspect the goods within five days of their receipt at the latest and notifies denthouse by e-mail of any possible defects for which denthouse is responsible within this period.
- (2) Unless stipulations to the contrary have been made above, liability shall be excluded. This limitation of liability shall not apply:
  - a) in case of intention or gross negligence on the part of denthouse or denthouse's vicarious agents,
  - b) in case of personal injury,
  - c) in case of damage resulting from the lack of a condition which was guaranteed by denthouse,
  - d) in case of claims based on §§ 823 ff. of the German Civil Code.

### § 9 Data protection

The customer agrees to allow the storage, processing and use of the personal data submitted during order placement for the purpose of implementing the order.

### § 10 Other provisions

- (1) Severability clause

Should any individual provision of the present Agreements be or become ineffective, the remaining provisions hereof shall in no way be affected. The Parties shall undertake to cooperate in replacing any such ineffective provision with a new provision which, in a legally permissible manner, comes as close as possible to fulfilling the sense, spirit and purpose of the original (ineffective) provision.

(2) Insofar as the customer is a dealer, denthouse's place of business shall be the venue; denthouse is, however, also entitled to bring action against the customer at the customer's place of business.

(3) The law of the Federal Republic of Germany shall apply; the UN Sales Convention is excluded