

EXPORT TERMS OF SALE AND DELIVERY

Former terms of sale and delivery become null and void.

1. General

All sales and/or services are according to the following terms of sale and delivery. Any different conditions and/or agreements, in particular with regard to our customer's terms of purchase, need to be defined explicitly and confirmed in writing from our part to become effective. This applies even without our contradiction regarding our customer's terms of purchase.

2. Quotations and Prices:

All quotations and prices are in Euro, not including V.A.T. and without engagement. The seller is entitled to bill the listed export-prices prevailing on date of shipment. Due to the unpredictable development of cost, prices are subject to change without notice. The prices listed are ex works Lütjenburg/F.R.G. (Incoterms 2010) excluding packaging.

3. Delivery and Despatch

Delivery is effected at purchaser's risk and cost. Delivery can only be observed if agreed terms of payment and other obligations of the purchaser are fulfilled. Granted delivery dates will be kept where possible, but claims due to late delivery are precluded. Partial deliveries are allowed. Unforeseen events such as acts of God, war, suspension of work, interruption of work, government measures, machine damage, undeserved lack of raw materials etc. release Merz Dental from obligation to deliver without granting compensation. If the purchaser is responsible for the delay of delivery, the risk shall be passed on to the purchaser on the date where the goods are ready for despatch from which date the supplier may claim compensation.

4. Product Modifications

Merz Dental reserves the right to alterations in products and packaging.

5. Terms of Payment

Payment terms are to be agreed in writing. Advance payment or Irrevocable Letter of Credit payable at sight for first 3 orders. Payments shall be made free supplier's paying office. For overdue amounts interest and/or other damages will be charged.

6. Low value orders

Orders valued at less than EURO 250,00 cannot be processed economically. We charge EURO 25,00 extra for such low value orders.

7. Assurance, especially Proprietary Rights

The delivery of goods is subject to our proprietary rights according to § 455 of our Civil Code including the following increments:

- a) The goods remain our incontestable property until such time the purchaser has fulfilled all his commitments including secondary claims. Our proprietary rights also apply if individual purchase price claims have been made and are included in a current actual bill and if the balance has been drawn and has been accepted.
- b) The purchaser has the right as long as he meets his financial obligations to direct the goods in the ordinary course of business.
- c) All claims against a third party arising from the resale of the goods or from the processing of the goods will be fully assigned to us for our insurance. The assignment also includes claims that arise from other legal reasons related to the delivered goods, such as claims arising from insurance contracts, tort or unjust enrichment.
- d) As long as the purchaser meets his financial obligations toward us, he can collect the receivables assigned to our account. The allowance is void, if the purchaser fails to meet his financial obligations in total or not on time or if facts are given that suggest insolvency.
- e) As far as the purchaser himself collects to us assigned claims, it happens in trust. The collected revenues have to be transferred to us in order to cover our invoiced claims. We are entitled to inform the acquirer of the goods of the assigned claims and to give him payment instructions. The acquirer has to be named upon our wish.

f) In the case, the purchaser has at first complied with his obligations and he is later again indebted to us, it is agreed that the goods still in possession of the purchaser and supplied by us are transferred to our account. The actual transfer is replaced with the careful storage of the goods through the purchaser.

g) If the goods that are subject to our proprietary rights, will be processed, mixed, connected, combined or blended with other products not belonging to us, we acquire co-ownership in proportion to the value of the goods supplied by us and the remaining value of the other goods, in the moment of processing, Combining, connecting, mixing or blending. If the purchaser produces new goods on order of a third party using goods supplied by us, the purchaser grants us co-ownership in the relation of the value of the proprietary goods used to process the new goods. The new goods will be stored for us free of charge.

h) The purchaser is obliged to hand over the requested and necessary documents in order to assert claims against a third party and to provide us with requested information about which goods under our proprietary rights are still in possession of the purchaser, where those goods are and which third party has bought how much and what kind of the remaining goods supplied and owned by us.

i) We are entitled to inspect the goods at the point or location where they are at any time. In the case of reasonable doubt as to the solvency or liquidity of the buyer or doubt about the willingness to pay, we are entitled to retake possession the goods still in the possession of the purchaser.

j) In the case of a resale of the goods supplied by and under our proprietary rights, the purchaser has to declare his part-ownership in order to preserve our proprietary rights. In case of a third party access the purchaser has to give notice of our ownership and to inform us immediately. The costs of necessary legal measures to protect our property are borne by the purchaser.

k) If the value of the property under our proprietary rights exceeds all of our claims from the business relationship with the customer by more than 20%, we in this case commit ourselves, at the request of the purchaser to release the excess property under our proprietary rights at his discretion, but only for such supplies/goods or their surrogates which are paid for in full.

l) If the validity of our proprietary rights is subject to special procedural requirements in the land of the purchaser, the purchaser is required to ensure that they are fulfilled at his expense.

8. Deficiency Claims

Complaints will only be accepted when made in writing by the purchaser within eight days after receipt of the merchandise. Merz Dental has the choice to compensate for or to take back the defective merchandise for credit at the billed price, in case of valid complaints. Further claims of the buyer or third party are excluded.

9. Returns and Exchanges

Returned consignments will not be accepted without our prior consent. Goods are returned at the buyer's risk and expense. Special designs, opened packages, unsaleable goods and goods which were despatched previous 6 months will not be accepted for return. Returned goods will be subject to a 20% charge from the invoice price.

10. Applicable law

Legal relations existing in connection with a business relationship between Merz Dental and the purchaser shall be governed by German substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

11. Place of Performance

Lütjenburg/F.R.G., Court of Jurisdiction: Kiel/F.R.G.