



# General Terms and Conditions of Business

## Candulor Dental GmbH

### 1. General Provisions

All business transactions of Candulor Dental GmbH, Am Riederngraben 6, 78239 Rielasingen-Worblingen, Germany (hereinafter "Candulor") are based on the following terms and conditions. Any deviating agreements require the written consent of Candulor.

### 2. Offers

Any offers made by Candulor are non-binding.

### 3. Prices and Payment Terms

**3.1.** All prices listed are exclusive of sales tax or value added tax, shipping, transport, insurance and packaging costs.

**3.2.** The applicable prices are the prices in force on the day of order.

**3.3.** As agreed, payments are due net and from the date of invoice.

**3.4.** If the Purchaser fails to pay invoices when they become due, fails to pay within an agreed grace period, or if the Purchaser's financial situation deteriorates after conclusion of the contract, or if Candulor receives unfavourable information about the Purchaser after conclusion of the contract that casts doubt on the Purchaser's ability to pay or its creditworthiness, Candulor may demand payment of the Purchaser's entire outstanding debt; or, in deviation from existing agreements, advance payment or collateral securities; or immediate payment of all outstanding claims due between the parties.

**3.5.** The Purchaser may only retain or reduce payments based on complaints, disputes or counterclaims if these are uncontested or upheld by a court of law. Counterclaims by the Purchaser may only be offset by separate written agreement, or if the counterclaim is uncontested or has been upheld by a court of law; this does not apply to counterclaims for defects which arise from the same contractual relationship as the claim.

### 4. Reservation of Title and Securities

**4.1.** Candulor retains title to the goods delivered until all current and future claims arising from the business relationship between the Purchaser and Candulor have been paid. This also applies if some or all of Candulor's claims against the Purchaser have been deposited in a current account and the balance has been acknowledged.

**4.2.** The Purchaser is permitted to sell the goods within the course of its ordinary business transactions. Candulor may revoke this authorization for ordinary sale at any time if the Purchaser is in arrears with its payment obligations to Candulor.

**4.3.** If the Purchaser resells goods to which Candulor has reserved title, the Purchaser hereby irrevocably assigns to Candulor the claims arising from the resale, including all ancillary rights, in order to secure Candulor's claims. As an authorized agent of Candulor, the Purchaser has the right to collect the assigned claims until this right is revoked.



If the right is revoked, the Purchaser must give Candulor the required information about the claims and the debtor(s) (third-party purchaser(s)). Candulor may then either notify the debtors (third-party purchasers) itself or ask the Purchaser to notify them and provide evidence of the notification. The assignment expires when the Purchaser pays to Candulor the price of the delivered goods, including all ancillary claims, as well as all claims arising from the ongoing business relationship with Candulor. The Purchaser must notify Candulor immediately if third parties wish to register or assert a right to its goods, e.g. by attachment.

**4.4.** The Purchaser shall insure the goods to which Candulor has reserved title at its own expense against the risks of loss, damage and deterioration, in particular by fire, natural hazards and burglary, and provide evidence of the insurance cover to Candulor.

The Purchaser hereby irrevocably assigns its insurance claims against the insurance provider to Candulor. The assignment is subject to the resolatory condition [*auflösenden Bedingung*] that the Purchaser pays the claims to be secured. The Purchaser undertakes to notify the insurance company of this assignment when buying the insurance cover.

**4.5.** If the value of the securities to which Candulor is entitled exceeds the claims to be secured against the Purchaser by more than 10%, Candulor shall select securities of equivalent value to be released.

## 5. Further Rights if the Purchaser is in Payment Arrears

If the Purchaser is in payment arrears, Candulor reserves the right to cancel orders or remaining orders without compensation after eight days following the due date for payment. While the Purchaser is in arrears with a payment arising from the business relationship with Candulor, all of Candulor's obligations relating to accepted orders (obligation to deliver, obligation to deliver by the date agreed) shall be suspended. Candulor may also withdraw from the contract if the Purchaser has provided false information without which Candulor would not have entered into the contract based on its usual business experience. Furthermore, Candulor may withdraw from the contract if a substantial deterioration of the Purchaser's earning capacity or financial situation has become known or has occurred after conclusion of the contract, unless the Purchaser immediately offers payment concurrently with performance or provides security for Candulor's claims. After withdrawal from the contract, both parties must return any goods provided, unless both parties have complied with their obligations in full. However, the Purchaser must reimburse Candulor for any decline in value since the contract was concluded, any expenses incurred, and lost profits.

## 6. Transfer of Risk, Transport Damage, Availability of Goods

Candulor delivers according to the agreed Incoterms. Upon receipt, the Purchaser shall inspect the goods for transport damage, inform the transport person and Candulor immediately of any transport damage, and ask the transport person to sign a damage note.

If the goods are not available and this is attributable to Candulor, Candulor can withdraw from the contract. In this case, Candulor shall immediately inform the Purchaser of the unavailability and shall immediately refund any consideration provided.

Candulor is entitled to make partial deliveries if the Purchaser can be reasonably expected to accept this.

## 7. Notice of Defects, Claims for Defects

Candulor's liability for defects in the goods it delivers is as follows, excluding further claims:

**7.1.** The Purchaser must notify Candulor of defects in writing without delay, enclosing the delivery note. Obvious defects must be notified within eight days of receipt of the goods, hidden defects within eight days after they have become apparent.



**7.2.** The Purchaser shall have no claim for defects in cases of minor deviation from the agreed quality, minor impairment of usability, natural wear and tear, or damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating equipment or specific external factors that are not envisaged in the contract.

**7.3.** Candulor is not liable for defects that are not notified in timely manner. Candulor shall not be responsible for damage caused by unsuitable or improper use or handling by the user nor by failure to observe the instructions for use or operation.

**7.4.** Candulor shall, at its option, either repair defective goods or deliver faultless goods as replacements. If this attempt to remedy the defect fails, the Purchaser may demand an appropriate reduction of the purchase price or cancellation of the individual purchase, or – in the case of a non-minor defect – compensation within the limitations of clause 10. Any expenses that arise in connection with the supplementary performance because the goods have been taken to a place other than the agreed place of performance will only be borne by Candulor if this has been agreed in writing.

## 8. Delivery Times

Delivery times are specified on the respective business documents or agreed separately. Delays due to force majeure, shortage of raw materials, defects in the operating equipment and the production machines, fire, interruption in the supply of energy, cessation of work, or other impediments release Candulor from delivery periods and dates, even if these have been expressly agreed. In the event of non-compliance with contractually agreed delivery periods and dates, the Purchaser may only withdraw from the contract after a reasonable grace period.

## 9. Export Control Regulations

The Purchaser must provide information on the end user of the goods (legal entity or natural person) and must complete the "End-User Certificate" provided by Candulor in full if the goods to be delivered to the Purchaser

- a. are classified as a dual-use product (according to Council Regulation (EC) No. 428/2009 of 5 May 2009 (EU Dual-Use Regulation) and/or the Swiss Goods Control Regulation / GKV (SR 946.202.1) and/or the US EAR Regulations (with an Export Control Classification Number (ECCN))

OR

- b. are to be shipped to countries that are subject to corresponding embargo rules.

Depending on the information provided by the Purchaser, Candulor may request additional information about the transaction in order to apply for any export control licence that may be required.

If performance of a contract/offer is not possible due to German, US, or other applicable national, European, or international provisions of foreign trade law or embargoes, or if other sanctions obstruct performance, the Purchaser cannot make any claims – regardless of their legal basis – against Candulor.

## 10. Return of Goods

A return of goods is only possible with our prior written consent. In the case of a return of goods, we reserve the right to claim a contribution to the costs based on the value of the goods (at least 10% for teeth and 20% for materials).



Candulor only accepts the return of saleable goods in mint condition along with the delivery note/invoice within a period of six months. The costs of the return of goods that is not attributable to Candulor are borne by the Purchaser.

## **11. Severability**

If a provision or part of a provision of these terms and conditions should be invalid, unenforceable or in case of a loophole, the validity of the remaining provisions shall not be affected.

## **12. Liability**

Any liability by Candulor for compensation and reimbursement of expenses for slight negligence is excluded, in particular for breach of contractual obligations and for tortious acts, unless Candulor has breached a material contractual obligation, i.e. an obligation the performance of which enables proper performance of the contract in the first place or which the Purchaser may ordinarily rely on. In such a case, Candulor's liability is limited to the foreseeable damages typical of the contract which Candulor could have expected at the time of conclusion of the contract on the basis of the circumstances known to it.

## **13. Limitation Period**

Claims for defect by the Purchaser expire after one year. This also applies to claims for compensation by the Purchaser which are not based on a defect.

## **14. Place of Performance and Jurisdiction**

**14.1.** The place of jurisdiction is Worblingen, Germany; the place of performance and payment is Worblingen, Germany. The parties agree to apply the laws of Germany.

**14.2.** If any of the above provisions becomes invalid in whole or in part, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by non-mandatory law. This also applies in the event of an omission.

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