

General Terms and Conditions of Business and Delivery (hereinafter referred to as GTC)

of SDS Swiss Dental Solutions AG with its registered office in Kreuzlingen, Switzerland (hereinafter referred to as **SDS**)

1. Scope of applicability / the contract parties

SDS only provides its products and services to commercially active customers (irrespective of their legal form) and public law corporations and enters into relationships with them exclusively on the basis of these GTC. Customers' differing contractual terms and conditions will not be recognised by SDS even if it may be assumed that they are known.

SDS only enters into relationship with consumers as a reseller of dietary supplements and non-medicinal products of third manufacturers on the basis of these GTC.

2. Offers and the conclusion of contract / right of modification / reservation of all rights

- a) All offers of SDS, whether via the website www.swissdentalsolutions.com or in catalogue form, by telephone or via another medium, shall always be subject to confirmation. We explicitly reserve the right to make changes to the quality/characteristics, design or function of products, or to the materials used therein, which are manufactured or distributed by SDS.
- b) Orders via the website www.swissdentalsolutions.com can only be placed by registered professionals (dentists, dental technicians etc.) by way of a non-transferable login and password. SDS reserves the right to block or delete this access in the event of misuse or delayed payments by the customer.
- c) A contract (including additional agreements) between SDS and the customer shall be formed only upon written confirmation of the customer's order or the fulfilment of the order by SDS. Customer orders (whether by telephone, in writing or via the website) are binding. Changes to orders of any kind shall only be effective if they have been confirmed by SDS in writing.
- d) SDS explicitly reserves all rights to all documents provided to the customer (offers, training material, calculations, sketches, documentary material, images, etc.) and their content. With the purchase of SDS products no intellectual property, licence or utilisation rights are transferred to the customer in any form whatsoever. SDS shall remain the exclusive holder of those rights.

3. Delivery / shipping / transfer of risk / default of acceptance

- a) SDS shall always be permitted to make partial deliveries and set off partial deliveries.
- b) Deadlines shall only be binding if they have been confirmed by SDS to the customer in writing. If a delivery period has been confirmed in writing, it will begin to run on the day after the written confirmation of the order and delivery date by SDS. The delivery period shall be deemed to have been complied with if the goods are handed over to the carrier by the agreed time. At that moment, the risk of accidental loss or accidental deterioration of the products will be transferred to the customer.

- c) If the customer makes no explicit choice in the order, SDS shall choose the type of shipment and the carrier. In any event, the shipment (and also any customs duties, charges, insurance costs and taxes) shall be for the customer's account and – from the moment of the handover of the products (also in the case of partial deliveries) to the carrier – at its risk. Claims for damages or loss due to transportation can only be asserted by the customer against the carrier.
- d) If SDS is late in making delivery, the buyer shall have the right to demand delivery by way of a written reminder sent to SDS or, after the lapse of a reasonable extension (at least 14 business days), to rescind the contract. Any liability for possible damage caused by default is excluded (see section 6 below).
- e) Events of *force majeure*, operational disruptions, strikes, delivery delays or failures by SDS's suppliers or other impediments for which SDS is not responsible shall release SDS from its obligation to make delivery to the customer for the duration of the disruption and its effects. If SDS is already late in making delivery, the delay shall not be extended due to the occurrence of the above-mentioned circumstances.
- f) If the buyer is late in accepting the delivered goods, SDS shall, after the ineffective lapse of a reasonable extension set by SDS, be entitled to rescind the contract and/or demand compensation in lieu of performance.

4. Payment

- a) Except as agreed otherwise the prices specified by SDS shall be in Swiss francs and ex SDS's registered office (EXW, ex works, Incoterms 2010), plus statutory VAT, packing and shipping costs and any additional charges, insurance costs or customs duties. Prices may be adjusted by SDS at any time. For the customer, the price quoted in SDS' written order confirmation is binding.
- b) SDS has the right to demand an immediately due and payable prepayment of the invoice amount at any time without giving reasons. Otherwise, the invoice amount shall be payable within 30 days from the invoice date without any deductions and must be paid in full to the account provided by SDS.
- c) If the customer is late in making payment, SDS shall be entitled, without having to issue any further reminder, to interest for delay in the statutory amount from the 31st day after the invoice date. Upon the occurrence of a default and failing any objection, the customer explicitly recognises that it owes SDS the invoice amount plus the interest for delay. SDS' right to assert further damages shall remain unaffected.
- d) The client shall only have the right to set off its claims against SDS if such claims have been established with legally binding effect, are undisputed or have been acknowledged by SDS in writing. The customer shall not be entitled to a right of offset or retention due to disputed counterclaims.

5. Examination of the products / complaints / warranty

- a) The customer must examine products received by it for defects without delay. A defect is deemed to exist only where products are delivered which significantly deviate from the specification in the catalogue or the offer at the time of the transfer of risk. No warranty rights exist for defects which arise as a result of use or handling of the products contrary to their designated purpose or carelessly. If no written complaints are submitted to SDS

within five business days after the delivery date (date of the postmark), the product shall be deemed to have been approved. Hidden defects which are discovered later must be reported to SDS within five business days after their discovery (date of the postmark).

- b) For products of third manufacturers resold by SDS, **SDS excludes any liability or guarantee**. In the event of a defect, the claims for defects against the third-party manufacturer (if any) shall be assigned to the customer. The customer can assert claims exclusively against the third-party manufacturer. **This particularly applies to all orders placed by consumers**.
- c) In general, SDS shall be liable for damages or loss due to defective delivery only pursuant to section 6 below.
- d) In the event of material defect claims, the following options are available to SDS at its discretion:
 - i) elimination or rectification of the defect in the product by SDS or a third party commissioned by it (right to rectify);
 - ii) replacement of the defective product by SDS after it has been returned to SDS by the customer.

The transportation costs incurred (from the customer's domicile as specified in the order to SDS and back) shall be borne by SDS in both cases.

- e) If SDS can neither rectify nor eliminate the defect or supply a replacement within two months after the delivery of the defective product, or if SDS is unable to rectify the defect/supply a replacement, the customer shall have the right to a price reduction or to rescind the contract. Any further warranty claims are excluded. Claims for damages are also excluded (see section 6 below).
- f) The period of limitation for material defect claims – insofar as they are not excluded in accordance with section 5 b above – amounts to six months from the transfer of risk.

6. Liability

- a) The liability of SDS / its corporate bodies is limited to cases of intentional or grossly negligent misconduct. Any liability for slight negligence is excluded (Article 100 par. 1 of the Swiss Code of Obligations (*Obligationsrecht – OR*)).
- b) Liability for lost profits, indirect damages, consequential damages, special damages and all other types of damages is in any event explicitly excluded.
- c) Liability for auxiliary staff, employees and representatives (Article 101 OR) is excluded.
- d) The exclusion of liability / limitation of liability shall apply with regard to contractual and non-contractual liability.
- e) The above exclusions of liability do not apply, pursuant to the provisions of law, in the event of fraudulently concealed defects. The limitation of liability also does not apply to any liability for claims based on the Product Liability Act or for physical injuries.

7. Product tracing

- a) The customer shall promptly and comprehensively inform SDS in writing of any events which constitute an incident subject to the applicable medical laws involving a product manufactured by SDS. In such cases, the customer shall make every effort to support SDS as well as any other involved parties.
- b) The customer must set up and maintain a tracing system, which must make it possible to trace any product manufactured by SDS up to the end customer/patient. The customer must therefore pass on to its customers the batch numbers assigned to the respective products by SDS. The customer must inform SDS at its request, at any time and without delay, of the type, scope and duration of its tracing system.

8. Education

- a) Registration for the training course/sitting in on lectures is carried out exclusively in writing through online registration or by e-mail or fax. By registering, the participant acknowledges the Terms and Conditions of Business of SDS Swiss Dental Solutions AG.
- b) The registration shall be binding for you once it has been received by SDS Swiss Dental Solutions AG. Within the next 48 hours you will receive a confirmation of registration and invoice by email. For SDS Swiss Dental Solutions AG, liability first arises upon receipt of the payment.
- c) The specified course fee includes the currently applicable VAT.
- d) You will receive your invoice by email. You must transfer the invoice amount by no later than the specified payment date (receipt by SDS Swiss Dental Solutions AG) into the specified account, stating the invoice, customer and debtor numbers.
- e) In particularly justified exceptional cases, written withdrawal from the training course is possible up to 14 days before the beginning of the event, in which case a flat fee for administrative costs of €50 shall be payable.
- f) A flat fee for administrative costs of €100 shall be payable in the event of withdrawal up to seven days before the beginning of the training course and €150 for less than seven days before the beginning of the course. If you fail to appear, the course fees shall be forfeit. The booked place shall of course be transferable to a substitute participant.
- g) With the confirmation of registration you will receive information on how to reach the venue, hotel recommendations and any necessary separate information for participants.
- h) If the event is under-subscribed or if the speaker cancels the training course at short notice, you will be notified as soon as possible. For that reason, please state your private telephone number, your email address and, ideally, your mobile number. SDS Swiss Dental Solutions AG is not liable for any costs that arise due to cancellation of a training course. You will be immediately refunded the invoice amount already paid by you.
- i) The promoter and organisers explicitly reserve the right to make changes to the programme flow. SDS Swiss Dental Solutions AG shall also not be liable for the content, execution or other basic features of the training course.
- j) During the conventions, workshops and training courses, SDS Swiss Dental Solutions AG will make video recordings and take photographs, which serve the purpose,

among other things, of reporting and also announcing and marketing future events in social networks, the press and printed products.

- k) SDS Swiss Dental Solutions AG reserves the right to use videos/photographs made/taken at events sponsored by SDS without the explicit written permission of the persons contained in the videos/photographs. SDS Swiss Dental Solutions AG may use the video/photograph in publications or other media material produced, used or contracted by SDS Swiss Dental Solutions AG, including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, social media etc. If you participate in an SDS Swiss Dental Solutions event or fail to notify SDS Swiss Dental Solutions AG in writing that you do not wish your photograph/video to be used by SDS Swiss Dental Solutions AG, you declare that you agree to defend and indemnify SDS Swiss Dental Solutions AG against any claims relating to the use of your image or likeness.

9. Final provisions

- a) SDS' instructions regarding the processing/use of the products must be strictly complied with by the customer. Otherwise, warranty claims shall not be recognised.
- b) Unless otherwise agreed in writing, the place of performance is SDS' registered office.
- c) These GTC and the legal relationship between the customer and SDS are subject to Swiss substantive law, to the exclusion of the Vienna UN Convention on Contracts for the International Sale of Goods of 1980.
- d) The place of jurisdiction for all disputes between the customer and SDS is the location of SDS' registered office. However, SDS has the right to take legal action against the customer at the customer's registered office/place of business.

As of December 2019
SDS Swiss Dental Solutions AG, Kreuzlingen, Switzerland