

# Ivoclar Vivadent AG, Liechtenstein

## General Purchasing Conditions

### § 1 General – Validity

Our purchasing conditions shall apply in all cases; we do not recognize any conflicting conditions or Supplier's purchasing conditions that differ from our own unless we have expressly agreed to such conditions in writing. Our purchasing conditions shall apply even if we unconditionally accept goods from the Supplier in the knowledge of conflicting conditions or Supplier's purchasing conditions that differ from our own. Our rights under statutory provisions concerning these purchasing conditions shall remain unaffected.

### § 2 Offer – Offer documents

1. The Supplier shall provide an order confirmation immediately, and in no case later than one week from receipt of the order.

2. We retain our property rights and copyright to illustrations, drawings, calculations and other documents supplied by us; these may not be made available to third parties without our express written consent. These shall be used exclusively for the purposes of production on the basis of our order; after the order has been processed, the Supplier must return these documents to us immediately at the Supplier's own expense, together with any copies, without being asked. These documents shall be treated confidentially in respect of third parties.

### § 3 Prices – Payment terms

1. The price stated in the order is binding. Unless otherwise agreed in writing, the price shall include delivery "ex works", including packaging. The packaging must be taken back by the Supplier at its own expense.

2. We can only process invoices that include our order number – in accordance with the conditions stated in our order; otherwise they are unprocessable and shall therefore be regarded as not received. The Supplier is responsible for all consequences of any breach of this obligation.

3. Unless otherwise agreed in writing, we shall pay the purchase price within 15 days, calculated from the date of delivery and receipt of the invoice, subject to a 2% discount, or net within 30 days of the receipt of the invoice. Payment is subject to an inspection of the invoice. In the event of a defective delivery, we reserve the right to withhold payment until the time of proper fulfilment without forfeiting discounts or similar price reductions. The payment term shall commence once any defects are fully remedied. In the event of early delivery of the goods, the payment term shall commence only at the agreed delivery date. To the extent that the Supplier is required to provide material tests, test records, quality documents or other documentation, acceptance of the goods shall also be subject to receipt of such documentation.

4. Counterclaims of the Supplier shall entitle the Supplier to deductions only if legally established or undisputed. The Supplier may assert a right of retention only if the Supplier's counterclaim is based on the same contractual relationship.

5. We shall be deemed to be in default of payment of the purchase price only after a written reminder from the Supplier.

### § 4 Delivery date

1. The delivery date stated in the order is binding.

2. The Supplier undertakes to notify us immediately in writing if circumstances arise that prevent delivery on this date, or if it becomes aware of such circumstances, specifying the reasons and expected duration of the delay.

3. In the event of a delay in delivery, we reserve the right to withdraw from the contract regardless of whether the Supplier is at fault. We must assert a contractual penalty no later than the time of the final payment. Incidents of force majeure are excluded. Further claims shall remain unaffected. Our claim to delivery is excluded only if and when the Supplier, at our demand, provides indemnification in lieu of the delivery. The acceptance of the delayed delivery shall not constitute a waiver of claims for indemnification.

4. Delivery before the agreed delivery date is permitted only with our prior written consent. We reserve the right to return goods delivered early or to place such goods in storage at the Supplier's expense.

### § 5 Transfer of risk – Transfer of title

Risk shall transfer to us upon acceptance of the goods. We shall acquire unencumbered title to the goods immediately upon delivery.

### § 6 Inspection for defects – Claims for defects

1. The Supplier guarantees that the delivered goods conform to the latest state of science and technology and comply with the relevant legal provisions and requirements and guidelines of official authorities, professional associations and industry bodies. At our first request, the Supplier shall save us harmless from all third party claims arising from breach of such requirements asserted against us or our customers.

2. We shall notify the Supplier of visible defects within two weeks after acceptance of the goods and of hidden defects within two weeks of their discovery. If defects are found in a random sample of a delivery of goods, we may, at our own discretion, demand that the Supplier separate out the defective units or assert claims for defects in respect of the entire shipment of goods. In the event that, due to defects in the goods, an examination of the goods above and beyond the customary measure of inspection on receipt is necessary, the Supplier shall bear the costs of this examination.

3. If a defect is discovered within six months of the transfer of risk, it will be assumed that the goods were already defective at the time of the transfer of risk unless this assumption is incompatible with the nature of the goods or the defect. The Supplier is responsible for providing counter-evidence.

4. If the goods are defective, we reserve the right, without prejudice to statutory claims for defects, to demand supplementary performance from the Supplier either by rectifying the defects or by delivery of goods free of defects, at our discretion. The Supplier shall bear any expenses arising for purposes of such supplementary performance. If the Supplier is at fault for failing to meet the obligation of supplementary performance within a reasonable time set by us, or in urgent circumstances, we may take the necessary measures ourselves or have them taken by a third party at the Supplier's expense.

5. The limitation period for claims for defects is 24 months. Claims for defects of which notice is given during the limitation period shall remain valid for at least six months from the date of notice. To the extent that we are acquiring the goods for resale purposes, the limitation period begins on the date on which the limitation period in respect of the resale of the goods commences, but no later than twelve months after acceptance of the goods by us. The same applies if we acquire the goods for purposes of further processing. In the event of a rectification of defects or redelivery, the limitation period shall begin anew.

6. Neither the receipt of the goods nor the processing of, payment for or reordering of goods not yet recognized as defective and in respect of which no notice of defects has been given constitutes an approval of the delivery or waiver of claims for defects.

### § 7 Product liability – Indemnification – Liability insurance protection

1. The Supplier shall be obligated to save us harmless from third party product liability claims at our first demand unless the Supplier is not responsible for the product defects and losses incurred pursuant to principles of product liability law. Further claims shall remain unaffected.

2. In this context the Supplier further undertakes to refund any expenses arising from, or in connection with, any warning, exchange or recall action implemented by us. We shall inform the Supplier – where possible and reasonable – concerning the content and scope of the recall actions to be implemented.

3. The Supplier undertakes to maintain product liability insurance cover of a lump sum of CHF 5 million per instance of personal injury/material damage; if we are entitled to further damages claims these shall remain unaffected. The Supplier assigns all product liability insurance claims along with all ancillary rights to us with immediate effect. We accept this assignment with immediate effect. In the event that assignment is not permitted under the insurance contract, the Supplier herewith irrevocably instructs the

insurer to remit any payments only to us. At our request, the Supplier shall supply us with proof of product liability insurance.

4. The Supplier undertakes to assist our company to the best of its ability in all warning, exchange or recall actions as well as legal disputes with injured parties, in particular by the disclosure and handing over of quality assurance documentation for damage-causing products, the provision of expert reports and literature known to the manufacturer and by the reporting of the outcome of parallel lawsuits.

### § 8 Third-party proprietary rights

1. The Supplier warrants that the delivery and use of the goods does not violate any patents, licences or other proprietary rights or copyrights of third parties.

2. In the event that any claim is asserted against us or our customers in respect of a violation of such rights based on the delivery and use of the goods, the Supplier shall be obligated to save us harmless from such claims upon our first demand. The obligation to save harmless shall apply to all expenses we may incur in connection with the claim. In particular, we reserve the right to secure the consent of the third party to use of the goods at the Supplier's expense.

### § 9 Liability

We bear unlimited liability for losses from breach of a warranty or injury to life, body or health. The same applies to deliberate acts and gross negligence. We are liable for simple negligence only insofar as there is a breach of material obligations arising from the nature of the contract and of special importance for the attainment of the purpose of the contract. In the event of a breach of such obligations, default or supervening frustration, our liability shall be limited to such losses as may typically be expected to occur within the context of the contract. Any compulsory statutory liability for product defects shall remain unaffected.

### § 10 Place of jurisdiction – Place of performance

1. The Supplier may assign rights and duties to third parties or have an order or substantial parts of an order fulfilled by third parties only with our prior written consent.

2. Subcontractors are regarded as vicarious agents and shall be disclosed to us upon request.

3. The place of jurisdiction is our place of business. We also reserve the right to institute legal proceedings at the Supplier's place of business or at any other permissible place of jurisdiction.

4. Liechtenstein law shall apply; the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

5. Unless otherwise indicated in the order confirmation, our place of business shall be the place of performance.

6. If any provision of these Purchasing Conditions is or becomes invalid in whole or part, the validity of the other provisions shall not be affected. Discretionary law shall take the place of the invalid provision. This also applies to any omissions.

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