

## **GENERAL TERMS FOR THE SALE OF PRODUCTS valid from May 1<sup>st</sup>, 2023**

### **1. SCOPE**

Our General Terms and Conditions shall apply exclusively to all of our offers, deliveries and services regarding our products. We do not accept general terms and conditions of the Customer unless they have been confirmed by us in writing. Delivery or performance shall not be construed as a waiver of our General Terms.

### **2. PRICES**

All prices incorporated in our offer, price lists, quotations or otherwise shall be non-binding unless confirmed by us. Currency is EURO and all prices are exclusive VAT and duties.

### **3. ORDER PROCESSING**

Any purchase order is subject to our order confirmation. Any delivery date shall be non-binding and an estimate only unless expressly confirmed by us. Delivery shall be in line with EXW Incoterms 2010. Risk of loss and transfer of titles shall occur upon our notice of dispatch. Shipping shall be arranged by SCHICK on a voluntary basis. Customer will bear any shipping costs.

### **4. PAYMENT TERMS**

We retain our right to request for financial rating and information. In the case of a poor rating, we also retain our right to reject any business with the Customer or demand advanced payment.

All invoices will be issued in EURO and shall be due 30 days following the date of invoice unless otherwise agreed. In a case of a payment delay, we are entitled to demand interest up to 5% above LIBOR and to stop any selling or shipping.

Customer right for retention, to set off or to object shall be suspended until such claim has been granted by verdict. Any rebate or discount shall be subject to a separate agreement and will be valid unless Customer is not in delay with his payment obligations.

### **5. MINIMUM ORDER VOLUME**

The minimum order volume is 50,-- Euro.

### **6. TERMINATION BY CAUSE**

We are entitled to terminate or cancel any order at any time, if Customer will not adhere to its payment obligations or if Customer's financial or legal situation may affect his ability for proper payment. In such a case, we are entitled to claim back the delivered goods.

### **7. RETURN RIGHTS**

Customer may return any goods or products with an order volume exceeding 50,-- Euro. Such return is subject to our prior written approval and will be declared by us with 14 days following the receipt of the goods or products. In such a case, Customer shall return the goods or product with original packaging material and documentation, if any. For any return, we claim 20% of the value of the goods however at least 20,-- Euro as an administrative cost fee. For damaged goods an additional fee might be charged by us.

If Customer cancels any pending purchase order, we will charge a cancellation fee of 10% of the order volume.

## **8. RIGHT FOR RETENTION**

We retain the title to all goods delivered by us until complete fulfillment of all claims resulting from the business connection with the Customer.

The Customer shall at all times upon our request as well as in case of a petition of insolvency proceedings mark the delivered item subject to retention of title visibly as "property of SCHICK GmbH".

The Customer shall handle the goods subject to retention of title with care; in particular, he shall adequately insure these goods at replacement value against damages caused by fire, water and theft. If and to the extent maintenance and inspection services are required, these services shall be effected by the Customer in a timely manner.

The Customer is entitled to sell the delivered items in the ordinary course of business provided that the extended retention of title is ensured. Any other acts of disposal, in particular transfer, transfer by way of security, pledge or the like shall not be permitted.

The Customer hereby assigns to us all claims resulting from the resale of the delivered goods to third parties. We hereby accept this assignment. If the good subject to retention of title is jointly owned by us, such assignment shall only relate to the amount of our claims against the Customer.

The Customer is authorized to collect the assigned claims for the use in his own name in the ordinary course of business and only revocable. Any revocation may only occur if the Customer has not correctly fulfilled his duties, in particular his payment duties, if he is insolvent or unable to pay, if he has applied for the opening of an insolvency proceeding or the opening of such proceeding has been refused due to lack of sufficient assets. If the permission to collect has been revoked, the Customer shall notify the debtor of the assignment. Furthermore, we are entitled to disclose the extended retention of title to the Customer's client.

The Customer's authorization to dispose of, to process or to collect the assigned claims shall terminate without express revocation in the event an insolvency proceeding is opened or the opening is refused due to lack of sufficient assets, cessation of payments, a filing for insolvency concerning the Customer's assets by the Customer or a third party or in the event of establishment of inability to pay or over-indebtedness. In such an event, we are entitled to withdraw from the contract and to request the return of the goods subject to retention of title after reminder and fruitless expiry of an appropriate additional respite. The Customer is obliged to release such goods. The proceeds resulting from the collection of the goods subject to retention of title minus the collection costs shall be deducted from the obligations vis-à-vis us.

The Customer shall immediately inform us in writing about third parties' access to the goods subject to retention of title, the assigned claims or any other documents and data. Any costs incurred by a legal defense of the goods subject to retention of title including costs vis-à-vis third parties shall be borne by the Customer.

## **9. REPAIR AND AFTER SALES**

Upon request, we will provide a cost estimation on the repair work. If Customer will not order such repair, we will charge a fee of 40,-- Euro plus VAT for the cost estimation. Any product will be dismantled and returned back. Any assembling will be subject to an additional fee of 30,-- Euro.

We hereby retain our right to destroy our Products after 6 months, which will not be repaired due to a missing repair release by Customer. Repairs are not performed if the costs for repair will exceed 50% of the product price.

Customer has to pay the costs for a repair also if the defect has not been occurred or detected and after sales part is not available or if the order has been cancelled by the Customer.

## **10. WARRANTY AND LIMITATION OF LIABILITIES**

Any warranty claim is subject to our warranty conditions which will be laid down in the respective warranty certificate. As a prerequisite for any warranty claim, Customer has to note us in written form within 3 days in the case of any such claim and to submit the delivery documentation and invoice. Any warranty or liability for a defect or a special condition is excluded as far as not otherwise expressly confirmed by us or not comprised in the warranty certificate. The warranty period shall be 12 months forward from day of dispatch. For used products a warranty period of 6 months is given.

In a case of a warranty, we will repair or re-deliver the product.

SCHICK shall be liable for any negligent acting but only up to the respective order volume. Indirect damages shall be excluded. In any case of a third party claim, caused by the use of the product by Customer, Customer will indemnify and hold us free.

## **11. SALES CHANNELS**

The distribution of products by SCHICK will be in line with the dental special stores/agencies or directly. Direct business is for example tendering or business outside the dental branch.

## **12. FORCE MAJEURE**

No Party will be obligated, and no breach will be deemed to have occurred, for failure or delay in performing any obligation hereunder if such failure or delay is caused by or arises from any labor issue, weather condition, volcanic ash or other Act of God, failure of a third party, act of war or terrorism or other reason beyond the reasonable control of such Party.

## **13. PLACE OF JURISDICTION, GOVERNING LAWS**

Place of jurisdiction shall be Biberach/Riß. The laws of Germany shall prevail. The United Nations Convention on Contracts for the International Sale of Goods will have no application and will be of no force and effect with respect to this Agreement or the matters herein.

If a provision of this Agreement is held to be unenforceable, the other provisions will remain in effect. If possible, the offending provision will be modified to the slightest degree necessary to make it enforceable, remaining as close as possible to the Parties' original intent for the provision.

Neither this Agreement nor any right or obligation hereunder may be assigned or otherwise transferred by any Party without the prior written approval of the other Party.

Any amendment or alteration to this Agreement will only take effect by a written document duly signed by each Party.