

GENERAL CONDITIONS DENTSPLY LOMBERG B.V.

Conditions of: Dentsply Lomborg B.V., located in Soest on Vredenhofstraat 3-5, registered at: the Chamber of Commerce for Gooi-, Eem-, and Flevoland under number 31032019.

Article 1: APPLICABILITY OF THE CONDITIONS

1.1. These conditions apply to and are part of all offers from, agreements with, deliveries of, and activities performed by Dentsply Lomborg B.V., hereafter referred to as: Lomborg, unless otherwise explicitly agreed upon in writing.

1.2. The Commissioner with whom a contract was entered into once under the present conditions, declares that he/she agrees that these conditions will also apply to future orders, contract variations, and/or new agreements engaged with Lomborg.

Article 2: INITIATION OF THE AGREEMENT

2.1. All offers and tenders from Lomborg are non-committal, also if a term of acceptance has been stipulated.

2.2. Orders of, alterations to, supplements to, and/or expansions of an agreement are only binding to Lomborg if and insofar as Lomborg has confirmed these to the Commissioner in writing. Lomborg retains the right to comply dependent upon receiving a copy of the offer and/or order conformation signed by the Commissioner.

2.3. For deliveries, activities, and/or contract variations of which no tender or order confirmation is sent given their nature and limited scope, the invoice is also considered to be an order conformation. In that case, the invoice is considered to represent the agreement, correctly and in its entirety.

2.4. Images, samples, descriptions, and publications only serve as indicators. The delivered goods might deviate from these.

2.5. If an agreement has been initiated between Lomborg and two or more Commissioners, each of these Commissioners is responsible for compliance with the obligations set forth in the agreement.

Article 3: INITIATION OF THE ELECTRONIC AGREEMENT

3.1. The provisions in this article specifically apply when the Commissioner initiates an agreement electronically. The remaining general conditions will also remain in effect.

3.2. Prior to taking out the agreement electronically, Lomborg is not obligated to provide information to the Commissioner regarding:

3.2.1 The way in which the agreement will arise and specifically which activities this necessitates

3.2.2 Whether or not the agreement will be filed and how a possible archive might be accessible to the Commissioner

3.2.3 The way in which the Commissioner can find and correct errors

3.2.4 The languages in which the agreement can be carried out

3.2.5 The codes of conduct Lomborg has subjected itself to and the way in which the Commissioner can consult these codes of conduct

3.3 Lomborg is not obligated to send a receipt or order confirmation to the Commissioner.

3.4 Paragraph 2 of this article does not apply to agreements with a natural person who does not act in pursuit of a profession or company.

Article 4: DELIVERY AND RISK TRANSFER

4.1. Lomborg endeavors to adhere to the stipulated delivery terms as much as possible. However, delivery terms indicated by Lomborg can never be regarded as deadlines. Lomborg is not bound to delivery terms that are no longer feasible as a result of non-attributable failure as intended in article 12 of these conditions.

4.2. Lomborg has the right to deliver the ordered goods in parts. Lomborg can invoice the deliveries separately.

4.3. The risk of loss, damage, destruction, or decline due to fire, water damage, theft, destruction, and such, for delivered goods transfers to the Commissioner on the moment of delivery. This also applies when the goods have not yet been assembled and/or invoiced.

Article 5: PRICES

5.1. Prices are excluding VAT, unless explicitly agreed upon otherwise in writing.

5.2. All prices indicated by Lomborg are invoiced on the basis of the prices that were valid at the time of the offer.

5.3. Lomborg has the right to charge price increases, e.g. with regard to raw materials, exchange rates, materials, wages, and/or government charges, to the Commissioner. The Commissioner has the right to cancel the agreement when such (an) increase(s) amounts to over 10% of the original order amount. If the Commissioner wishes to make use of this option, article 15, paragraph 1, of this agreement remains in place.

5.4. Undiminished that which has been determined in article 5.5, Lomborg has the right to charge settlement, administrative, and/or postage expenses to the Commissioner for agreements with an invoice value of less than €500.00 excluding VAT.

5.5. Lomborg has the right to charge delivery, and/or assembly, and/or installation expenses if the components are delivered, and/or assembled, and/or installed.

Article 6: PAYMENT AND COLLECTION FEES

6.1. Payment must occur within eight calendar days after the invoice date in the agreed upon currency, by means of transfer of the owed amount to the bank or giro account as stated on the invoice. The date the amount is received on the bank or giro account serves as the date of payment.

6.2. The Commissioner is not authorized to settle (including settlement with (repair) invoices of third parties), suspend, or partly suspend payment, unless otherwise explicitly agreed upon in writing.

6.3. Lomborg retains the right to deliver goods exclusively for cash payment or to require full or partial payment for assembly or delivery.

6.4. All payments made by the Commissioner are always primarily intended for payment of possible owed interest and expenses, and subsequently for payment of claimable invoices, starting with the oldest invoice,

even if the Commissioner states that the payment concerns another outstanding invoice.

6.5. After the payment term has lapsed, the Commissioner is legally in default and the Commissioner owes an interest of 1% per month or part of the month, to be calculated from the invoice day, without any subpoena or notice of default. If the legal trade interest of article 6:119a of the Civil Code is higher, the Commissioner owes this higher interest.

6.6. In addition to article 6.5, the Commissioner is also obligated to compensate Lomberg for all extrajudicial and judicial collection fees in case the Commissioner defaults on timely payment. The extrajudicial collection fees are considered to be at least 15% of the owed amount with a minimum of €250.00 per collection file, undiminished Lomberg's authority to claim the actual collection fees.

Article 7: SUSPENSION AND DISSOLUTION

7.1. Lomberg always retains the right to demand sufficient security for the compliance with the payment obligations and the execution of the agreement. Lomberg is authorized to suspend its obligations until the demanded securities have been provided.

7.2. Lomberg retains the right to suspend further execution of the agreement, if the Commissioner does not adhere to the payment conditions or otherwise fails to comply with his/her obligations.

7.3. Lomberg retains the right to dissolve the agreement(s) between Lomberg and the Commissioner, also insofar as these agreements have not yet been executed, without filing a notice of default and without interference of a judge, if:

7.3.1 The Commissioner is in default as a result of untimely or improper compliance with his/her obligations

7.3.2 The Commissioner is declared bankrupt or has requested a (temporary) suspension of payment

7.3.3 In case of conservatory or executive attachment of goods of the Commissioner

7.3.4 The Commissioner's company/practice is liquidated or discontinued.

7.4. The consequences of suspension and/or dissolution, including the arising damage, are at the expense and risk of the Commissioner.

7.5. Suspension and/or dissolution leave the payment obligations of the Commissioner for already delivered goods or already executed activities intact. If the agreement is dissolved, Lomberg's claims regarding that which has already been delivered or executed are immediately claimable. If Lomberg suspends compliance with its obligations, it will retain its claims arising from the law and the agreement.

Article 8: RETENTION OF TITLE

8.1. Lomberg retains ownership of all goods delivered and to be delivered to the Commissioner until that which Lomberg can claim from the Commissioner has been paid.

8.2. Components delivered by Lomberg that are included in the retention of title cannot be resold and can never be used as means of payment. The Commissioner is not authorized to pawn the goods

included in the retention of title or burden these goods in any other way.

8.3. In case the Commissioner fails to comply with any obligation toward Lomberg, or if Lomberg has reasonable cause to fear that the Commissioner will fail to comply with these obligations, the Commissioner will grant Lomberg irrevocable authority to retrieve the unpaid goods delivered by Lomberg from their location at the expense of the Commissioner. This and that undiminished Lomberg's right to further compensation.

8.4. The Commissioner is obligated to inform Lomberg immediately if third parties might confiscate or have already confiscated the goods delivered by Lomberg that are still unpaid.

8.5. The Commissioner is obligated to store goods delivered under retention of title carefully and recognizable as property of Lomberg. In addition, the Commissioner is obligated to insure the goods against fire and water damage, and theft.

Article 9: INTELLECTUAL PROPERTY

9.1. With regard to all tenders and other documents or materials related to the agreement, this and that in the broadest sense of the word, Lomberg retains the rights and authorities as granted on the basis of the Copyright Law and other intellectual property laws and regulations. Therefore, the aforementioned documents will exclusively remain property of Lomberg, both during and after the execution of the agreement. Violation of these rights will lead to liability for damages for the Commissioner.

Article 10: INSPECTION, COMPLAINTS, AND WARRANTY

10.1. Upon delivery, the Commissioner must inspect the delivered components for possible visible flaws and/or defects. The Commissioner must report visible flaws and/or defects on the delivery receipt and/or the transport documents and such, or inform Lomberg of these flaws and/or defects in writing within 72 hours after delivery. If the Commissioner fails to do so, Lomberg assumes the delivered goods have been well received by the Commissioner.

10.2. Flaws and/or defects that were not visible upon delivery must be reported to Lomberg in writing within 8 days after the Commissioner has discovered the flaw/defect or should reasonably have discovered the flaw/defect. If the Commissioner fails to do so within 8 days, every claim he/she might have will lapse, unless that term reasonably requires extension given the nature of the complaint.

10.3. Lomberg's return policy as stipulated on its website applies to returns. Lomberg has the right to occasionally alter this policy at its discretion.

10.4. The right to warranty/claims lapses if the provided instructions have not been properly followed, the delivered goods have been used or handled incorrectly, or have not been used in accordance with the (legal) regulations. Furthermore, the right to warranty lapses if the defects are the result of normal wear and tear or if the delivered components have been altered by a third party.

10.5. Every claim to repair of the goods and/or replacement of the goods, on any grounds whatsoever, as well as every right to dissolution of the agreement

lapses 1 year after delivery, unless a deviating term has been agreed upon in writing, in which case this right lapses when the deviating term has ended.

10.6. The goods delivered by Lomberg are never subject to a warranty that exceeds the warranty that Lomberg has received from those of whom Lomberg has received the goods concerned.

10.7. In consequence of article 7.2 of these conditions, Lomberg has the right to suspend compliance of its warranty obligation until the Commissioner has met the payment conditions or his/her other obligations.

Article 11: SAFEGUARDING

11.1. The Commissioner safeguards Lomberg against claims of third parties with regard to any fact for which liability toward Lomberg has been excluded in these conditions.

Article 12: ATTRIBUTABLE FAILURE OR LIABILITY

12.1. In case of attributable failure of Lomberg to comply with the agreement, the Commissioner is obligated to give Lomberg the opportunity to perform the agreed upon activity within a reasonable term. In that case, Lomberg is never obligated to provide any kind of other compensation whatsoever.

12.2. If the Commissioner cannot be reasonably expected to give Lomberg the opportunity to comply or if Lomberg remains in default, Lomberg's liability for possible, demonstrable damage suffered by the Commissioner remains limited to the amount that Lomberg receives from its liability insurance. In case the insurance company refuses to pay, the damage is not covered by the insurance, or if Lomberg is not insured, the liability is limited to 50% of the amounts invoiced or to be invoiced to the Commissioner on the basis of the agreement concerned, excluding VAT.

12.3. Lomberg is never liable for indirect damage, including consequential damage, company damage, or damage resulting from lost turnover, lost profit, and damage resulting from delays. Furthermore, liability arising from lost digitally stored data is also excluded.

12.4. Lomberg's liability with regard to damage resulting from failure to comply or from a wrongful act is limited to the warranty obligation stipulated in article 10.

12.5. Prerequisite to the existence of any right, in accordance with that which has been determined in this article, is always that the Commissioner has informed Lomberg of attributable defects in writing and as soon as reasonably possible.

12.6. Lomberg cannot appeal to the liability limitations in this article in case of intent or deliberate recklessness on the part of Lomberg.

Article 13: THIRD PARTY CLAUSE

13.1 All stipulations concerning the exclusions of Lomberg's liability have partly been stipulated for the benefit of Lomberg's employees and third parties for whose actions or neglects Lomberg might be liable.

Article 14: UNATTRIBUTABLE FAILURE OR FORCE MAJEURE

14.1. In addition to that which has been stipulated by law and jurisprudence, force majeure in the present general conditions (also) refers to: All external causes that lie outside Lomberg's control, whether foreseen or unforeseen, due to which Lomberg cannot execute the agreement on time or not without excessive efforts and/or expenses.

This also includes strikes and illness and/or accidents of one or more employees that are difficult to replace.

14.2. If an unattributable failure is likely to occur or has occurred, Lomberg is obligated to communicate this to the Commissioner as soon as reasonably possible. The Commissioner is subsequently obligated to give Lomberg the opportunity to perform the agreed upon activity within a reasonable term.

14.3. In case of unattributable failure, Lomberg is not obligated to compensate any damage, expenses, and interests to the Commissioner.

14.4. In case of unattributable failure, both parties will not be able to exercise the right to dissolve the agreement before the end of a term of one month after the failure has arisen.

Article 15: POSTPONEMENT OR CANCELLATION DELIVERY

15.1. If an agreement is cancelled by the Commissioner or is dissolved as the result of a cause that can be attributed to the Commissioner, Lomberg has the right to claim a compensation from the Commissioner that amounts to at least 25% of the order value of the delivery concerned, excluding VAT.

15.2. When a delivery is postponed upon the Commissioner's request or as the result of a cause that can be attributed to the Commissioner, Lomberg has the right to claim a payment in advance of 50% of the order value of the delivery concerned as well as an interest compensation of the remaining amount to be claimed as of the date on which the delivery should have occurred according to the agreement.

Article 16: APPLICABLE LAW AND DISPUTES

16.1. The Dutch law exclusively applies to all disputes between the parties. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

16.2. In deviation of the legal rules concerning the authority of the civil judge, the court in Utrecht is authorized to settle all disputes arising from Lomberg's offers and agreement between Lomberg and a Commissioner, irrespective of what these are called and in the broadest sense.

16.3. Parties always retain the right to request a preliminary injunction from the relief judge, to request the relief judge to grant permission for conservatory attachment, and to ask the civil judge to rule over procedures arising from these attachments.

