

**General Terms and Conditions of Dentsply Sirona Europe GmbH for the Sale of Goods and Services
(as amended in March 2019)**

1. General

- 1.1. The General Terms and Conditions set out below (hereinafter referred to as "GTC") shall constitute an integral part of all present and future contracts and agreements (hereinafter referred to as the "contracts" or individually a "contract") entered into by and between Buyers having their registered office, place of business or place of residence in (i) Austria and (ii) Central and Eastern Europe, in particular Slovenia, Slovakia, Czech Republic, Rumania, Hungary, Croatia (unless any separate authorized dealership contracts are in place in respect of (ii)), and DENTSPLY SIRONA EUROPE GmbH (hereinafter referred to as "DENTSPLY"). They shall apply irrespective of whether or not specific reference is made to their applicability. These GTC shall apply in particular to contracts of sale and supply contracts and any consultancy services provided by us in this regard. The term "Buyer" shall mean the respective natural person or legal entity that enters into a business relationship with DENTSPLY.
- 1.2. By placing an order the Buyer shall be deemed to accept these GTC. Any general terms and conditions of the Buyer that differ from, or go beyond the scope of, these GTC shall not apply. The applicability of any general terms and conditions of the Buyer differing from these GTC is herewith excluded also in the event such terms and conditions are communicated to us in a letter of confirmation or otherwise. Furthermore, any unconditional provision of goods or services and acceptance of payments by us shall not imply the acceptance of any other terms and conditions.
- 1.3. INCOTERMS as amended from time to time by the ICC (International Chamber of Commerce) (currently: INCOTERMS 2010) shall apply only upon explicit written agreement by DENTSPLY and to the extent expressly set out therein.
- 1.4. The language to be used in contracts, orders and complaints shall be German, unless agreed otherwise in any individual case.

2. Offers, contract, written form

- 2.1. Any offers issued by DENTSPLY shall be non-binding. A contract shall be deemed to be concluded only upon our written confirmation of order or upon the fulfilment of orders by us.
- 2.2. Orders as well as modifications to confirmed orders by the Buyer shall be deemed to be accepted and binding only upon written confirmation by us. Failure to reply by DENTSPLY shall not be deemed to constitute tacit approval. DENTSPLY shall not accept liability for, or be subject to any duty of inspection in respect of, any errors in the order confirmation, unless notified thereof by the Buyer forthwith upon receipt of the order confirmation or at the latest within six hours from such receipt.
- 2.3. The Buyer shall be obliged to reimburse DENTSPLY for the costs in connection with the preparation of offers that involve particular effort or expenditure (e.g. the preparation of samples, designs) if the offer does not result in the placing of an order, provided the Buyer is made aware of such obligation in advance.
- 2.4. Any ancillary agreements to contracts as well as the exclusion of or changes or amendments to these GTC shall only be effective if made in writing. This shall also apply in respect of a waiver of the requirement of written form.
- 2.5. We reserve title to and copyright in any illustrations, drawings, calculations, files and other documents or materials. They shall be treated as confidential and shall not be made available to third parties. Their disclosure to third parties in whichever manner shall only be permitted subject to our explicit prior written approval duly signed in the name and on behalf of the company.
- 2.6. The Buyer shall not acquire any rights of whichever nature in any intellectual property or industrial property rights of DENTSPLY as a result of the conclusion of a contract. The Buyer undertakes to protect any intellectual property and industrial property rights of DENTSPLY and/or its suppliers and shall be liable for any damage caused as a result of a violation of the said duty.
- 2.7. If the Buyer is a consumer within the meaning of the KSchG (Austrian Consumer Protection Act), the provision in section 2.4 shall not apply.

3. Place of performance, passing of risk, shipping insurance

- 3.1. The place of performance shall be Vienna. Unless stated otherwise in the order confirmation, delivery "free carrier (FCA)" shall be deemed to be agreed. All risks and hazards shall pass to the Buyer once the products or equipment are dispatched, also in case of carriage-free delivery. In addition, we generally take out shipping insurance for deliveries; the relevant costs shall be borne by the Buyer.
- 3.2. All risks and hazards shall pass to the Buyer at the place of performance as soon as the goods are ready for collection on the confirmed delivery date. If carriage-free delivery has been agreed, all risks and hazards shall pass to the Buyer once the goods are dispatched.
- 3.3. Unless expressly agreed otherwise in writing, DENTSPLY reserves the right to choose the carrier or shipping agent for carriage-free deliveries.
- 3.4. Goods delivered "on approval" shall be returned within seven days from receipt, free of charge for DENTSPLY. Otherwise the delivered goods shall be deemed to have been bought.
- 3.5. Transport packaging and any other kind of packaging within the meaning of the Verpackungsverordnung (Austrian Packaging Regulation) 1996 (Austrian Federal Law Gazette no. 648/1996) cannot be returned; the aforesaid shall not apply to pallets. The Buyer shall arrange for the disposal of packaging materials at its own expense and shall evidence to DENTSPLY upon request at any time that the Buyer duly participates in a collection and recycling programme within the meaning of the Verpackungsverordnung 1996.

4. Delivery

- 4.1. The terms of delivery and delivery dates indicated by DENTSPLY shall be "free carrier (FCA)" and shall only become binding after the confirmation of order has been issued, but shall not be binding prior to the receipt of any agreed advance payments, evidenced letters of credit or bank guarantees. The goods shall be delivered exclusively for use in accordance with the specified purpose.
- 4.2. The scope of our obligation to deliver shall be defined solely on the basis of these GTC and the contract concluded with a Buyer.
- 4.3. We reserve the right to make changes in design, form or colour that are based on improvements in technology or on legal requirements, unless such changes are of a material nature or are otherwise unacceptable to the Buyer. Any changes to the technical design, also of goods already ordered, shall be allowed, unless such changes result in a material functional change or the Buyer evidences that the relevant change is unacceptable to the Buyer.
- 4.4. If partial deliveries are reasonable for the Buyer, and unless expressly agreed otherwise in writing, partial deliveries may be made and invoiced.
- 4.5. If the Buyer's financial situation has significantly deteriorated, DENTSPLY shall have the right, notwithstanding any respite granted or bills of exchange or cheques accepted, to request either full or partial payment of the price or the provision of further reasonable security for payment by the Buyer in a form reasonably acceptable to DENTSPLY prior to delivery. If the Buyer fails to comply forthwith with such a request for concurrent performance DENTSPLY shall have the right to rescind the contract after granting a reasonable grace period.
- 4.6. Any specified delivery dates shall be subject to the proviso of the Buyer's cooperation in accordance with the contract, to the extent such cooperation is required also after the order confirmation has been issued.
- 4.7. If a delay occurs in the call, acceptance or collection of goods by the Buyer or if any delay in shipping or delivery is attributable to the Buyer, we shall have the right, notwithstanding any further claims, to demand the payment of a lump-sum amount corresponding to the storage costs customary at the place of performance as contractual penalty, irrespective of the location at which the goods are stored. We reserve the right to assert a claim for further damages and the right to rescind the contract after having granted a grace period.

- 4.8. The exportation of specific goods may be subject to obtaining a relevant permit, e.g. due to the nature of the goods, the purpose they are used for, or their final destination. In respect of exports the Buyer is herewith advised of the relevant national and international export regulations, such as e.g. the export control regulations of the European Union.
- 4.9. Deliveries to the Buyer shall be subject to the proviso of national and international foreign trade regulations, embargoes or other legal prohibitions.

5. Delays in delivery, force majeure

- 5.1. In the event of any non-compliance with the delivery date by DENTSPLY, the Buyer shall expressly grant a reasonable grace period dependent on DENTSPLY's order situation at the time (but which shall in no event be less than 15 workdays). If such grace period expires without the delivery being made or if DENTSPLY notifies the Buyer that delivery cannot be made, the Buyer shall have the right to rescind the contract. Such rescission must be effected in writing within one week after the expiry of the grace period or after DENTSPLY's notification. In the case of framework agreements or multi-delivery contracts the right to rescission shall only apply to the relevant individual delivery.
- 5.2. In the event the Buyer requests any subsequent changes, the delivery date shall be extended accordingly.
- 5.3. If compliance with the agreed delivery date is impossible for reasons of force majeure, the delivery date shall be extended accordingly, at least by the period of time until the date when the relevant circumstances cease to apply. In any such event we shall inform the Buyer immediately. If the relevant circumstances continue to apply for more than one month after the agreed delivery date, either party shall have the right to rescind the contract. Any claims (including in particular claims for damages) of the Buyer out of a delay in delivery or a rescission of the contract for reasons of force majeure shall be excluded.
- 5.4. Any and all events the cause of which is beyond the reasonable control of DENTSPLY shall be deemed events of force majeure, including but not limited to:
- industrial disputes of any kind, difficulties in procuring materials or means of transport, closed borders, decrees by the authorities, export embargoes or other circumstances affecting the operations of DENTSPLY; or
 - forces of nature, acts of war, riots, revolution, terrorism, sabotage, arson, fire, natural disasters, failure to obtain required official permits; or
 - late delivery or non-delivery by DENTSPLY's suppliers, as a consequence of energy crises or raw material supply crises, or if the procurement of raw materials in respect of prices and/or quantities is not possible on economically reasonable terms and this situation was not foreseeable for DENTSPLY at the time the contract was concluded, or for any other reason not attributable to DENTSPLY.
- 5.5. Any liability for slight negligence on the part of DENTSPLY in respect of damage claims of the Buyer out of or in connection with a delay in delivery or a rescission of the contract resulting therefrom, shall be excluded. DENTSPLY shall in no event be liable for lost profits or indirect damage resulting from non-compliance with a delivery date, up to the threshold of extreme gross negligence. Also, damage claims out of a delay in delivery shall be limited in terms of amount to 5% (five percent) of the net delivery value of the order (excluding ancillary costs), again up to the threshold of extreme gross negligence.
- 5.6. If the Buyer is a consumer within the meaning of the KSchG, the provision in section 5.5 shall apply subject to the proviso that any exclusions and limitations of liability beyond the threshold of slight negligence shall not apply.

6. Prices

- 6.1. Any and all prices shall be "free carrier (FCA)", exclusive of customs charges, exclusive of packaging and exclusive of VAT in euros, unless a different currency has been agreed with the Buyer. Payments may only be made in the agreed currency. Any additional ancillary costs (including in particular shipping costs) shall be borne by the Buyer.

- 6.2. Unless agreed otherwise the price list valid from time to time shall apply, whereby the price shall be calculated on the basis of the prices stated on the date of dispatch.

- 6.3. If prices are agreed with the Buyer in a currency other than euros, and the relevant currency devaluates by 5 percent or more versus the euro after the conclusion of the contract compared to the date on which the contract is concluded, DENTSPLY shall have the right to set a new price increased accordingly by such amount of devaluation and to invoice such higher price, provided that the Buyer is notified thereof at the latest 10 days before the invoice for such increased amount is issued.

- 6.4. The Buyer shall be obliged to accept deviations of the invoiced price compared to the price in the order confirmation that are due to service charges under the contract, such as e.g. storage fees or upcharges or discounts on delivered quantity.

- 6.5. Specific price lists shall apply for Buyers who are consumers within the meaning of the KSchG, whereby the calculation of the price shall be based on the prices stated on the date on which the contract is concluded.

- 6.6. For orders with a net delivery value (exclusive of ancillary costs) of less than EUR 100 (one hundred euros) we charge a small order surcharge in the form of a processing fee of EUR 5 (five euros).

7. Terms of payment

- 7.1. Payments shall be due upon the issuance of the invoice, and shall be payable without undue delay, without deductions and free of transaction charges to our account, unless agreed otherwise. The place of performance for payments shall be the registered place of business of DENTSPLY. The debt-discharging effect of the payment and compliance with the applicable deadline shall depend on the receipt of the payment on our business account.

- 7.2. In the event of a default in payment default interest at a rate in accordance with § 456 UGB (Austrian Entrepreneurial Code) shall apply, whereby notwithstanding the wording of the legal provision it is deemed to be expressly agreed that such default interest shall apply regardless of fault. The Buyer shall bear any and all costs and expenses in connection with the collection of the outstanding payment (including in particular costs in connection with reminders, collection, inquiries and investigations as well as legal counsel, etc.) and any other costs reasonably incurred in connection with asserting our legal rights. In accordance with § 458 UGB DENTSPLY reserves the right to claim indemnification for debt enforcement costs at a lump-sum amount of EUR 40 (forty euros) and, dependent on the relevant case, the right to claim indemnification for any further damage caused by the default in accordance with § 1333(2) ABGB (Austrian Civil Code).

- 7.3. If payments are outstanding for deliveries where no retention of title was agreed or where such retention of title has already expired, any payments received shall be appropriated first to such outstanding claims and only after full settlement thereof to claims regarding deliveries still subject to retention of title. Any partial payment by the Buyer shall be appropriated first to accrued costs and other incidental charges (e.g. default interest, reminder charges) and only after settlement thereof outstanding claims out of deliveries. Any other designation of payment indicated by the Buyer shall be invalid.

- 7.4. The deduction of a discount shall always be subject to an explicit written agreement, notwithstanding the granting of any discounts at our discretion in any individual case.

- 7.5. The Buyer shall have a right to set-off only in respect of counterclaims that have been expressly acknowledged in writing or have been upheld and declared unappealable. Any right of retention or other rights to refuse performance of the Buyer shall be excluded.

- 7.6. Payments by bill of exchange or cheque shall be accepted by us only if explicitly agreed in the invoice. Money orders, bills of exchange or cheques are not accepted in lieu of performance of the payment but only subject to being honoured. If a payment is made by money order, bill of exchange or cheque the payment shall be deemed to have been performed only as per the value date applicable to the relevant credit entry. Any bank charges shall be payable by the Buyer. DENTSPLY shall not be liable for presentation to be made in due time.

- 7.7. Notwithstanding the provision in section 7.1, if the Buyer is a consumer within the meaning of the KSchG the applicable deadline for a payment shall be deemed to be met if the consumer issues the payment order by the due date for payment. Notwithstanding the provision in section 7.2, default interest at a rate of 6% shall be deemed agreed. The right of DENTSPLY to claim indemnification for any further damage caused by the default in accordance with § 1333(2) ABGB shall be reserved. Notwithstanding the provision in section 7.5, a set-off shall be possible in respect of counterclaims that are legally connected with the consumer's liability, that have been upheld and declared unappealable or that have been acknowledged by DENTSPLY. Rights of retention of the consumer shall not be excluded.
- 7.8. The Buyer shall check account balancing statements, including in particular confirmations of balance, as well as other accounts and notifications as to their correctness and completeness. Any objections to account balancing statements must be sent within one month of receipt; any other objections must be raised without delay. Failure to raise an objection within the applicable deadline shall be construed as approval; any statutory claims of the Buyer in respect of justified objections raised after the expiry of the applicable deadline shall not be affected.
- 8. Retention of title**
- 8.1. **Until the purchase price plus any default interest and expenses incurred in connection with reminders and collecting of monies as well as other costs have been paid in full, the delivered goods shall remain the property of DENTSPLY. The Buyer shall be obliged to provide for adequate insurance coverage for the goods subject to retention of title, and to handle them with due care. If any maintenance or inspection should be required, the Buyer shall have them performed regularly at the Buyer's expense.**
- 8.2. **The Buyer shall be entitled to process and resell goods subject to retention of title in the ordinary course of its business. If goods subject to retention of title are processed, joined or combined with other goods, we shall acquire joint ownership in the relevant new products, namely in respect of processed goods proportionate to the value (i.e. the gross invoice value including ancillary costs and taxes) of the goods subject to retention of title compared to the value of the new product, and in respect of joined or combined goods proportionate to the value of the goods subject to retention of title compared to the value of the other goods.**
- 8.3. **In the event of a resale of goods subject to retention of title by the Buyer the Buyer's claim to the payment of the purchase price shall be deemed to be assigned to DENTSPLY by way of security (extended retention of title). Even after such assignment the Buyer shall be authorized to collect such claims. Our right to collect such claims directly shall not be affected, however, we shall not exercise this right as long as the Buyer duly meets its payment and other obligations. Upon our request the Buyer shall inform us about the assigned claims and the relevant debtors and supply us with all details required for collection and all relevant documents.**
- 8.4. **Upon the Buyer's request DENTSPLY shall release the claims assigned as security to the extent DENTSPLY's interest in the provision of security ceases to apply. Such interest shall cease to apply insofar as the realisable value of the claims exceeds the cover limit of 110% (one hundred and ten percent) of the secured claims not only temporarily. The cover limit is assumed to have been met if at the time at which a request for release is made, the estimated value of the claims as determined by an appraiser corresponds to 150% (one hundred and fifty percent) of the secured claims. It shall still be permitted to provide evidence that the claims assigned as security have a different realisable value.**
- 8.5. **For as long as and to the extent the retention of title applies, the Buyer shall not have the right to pledge the goods or any objects produced from the same without our approval. The conclusion of financing contracts (e.g. leasing) that involve the transfer of our rights under the retention of title shall be subject to our prior written approval, unless the financing institution is obliged under the relevant contract to pay the part of the purchase price owed to us directly to us. Also, the Buyer shall not be entitled to enter into covenants with its customers that might affect our rights.**
- 8.6. **The Buyer shall make book entries stating the retention of title and shall immediately notify DENTSPLY of any third-party seizures (in particular attachments) of goods to which title has been retained or of assigned claims. Likewise any assignment of claims of the Buyer to DENTSPLY shall be documented appropriately (e.g. by way of book entries) and shall upon DENTSPLY's request be disclosed to the Buyer's contract partner at the latest by the time the invoice is issued to such contract partner.**
- 8.7. **In the event the Buyer acts in violation of the contract, in particular in case of a default in payment, we shall have the right to rescind the contract and recover the goods. For the purpose of recovering the goods the Buyer herewith expressly and irrevocably grants us permission to freely access its business and storage premises and remove the goods.**
- 8.8. **The Buyer shall reimburse us for any and all damage and costs resulting from a violation of the above duties and from any measures required to prevent third parties from seizing the goods.**
- 9. Default by the Buyer**
- 9.1. **In the event of a delay in, or refusal of, acceptance of delivery continuing for more than 12 (twelve) workdays, DENTSPLY shall be entitled to rescind the contract and sell the goods directly at the Buyer's expense. DENTSPLY may also decide at its sole discretion to store the respective goods at the expense and at the risk of the Buyer in accordance with the above provisions, and to invoice such goods as duly delivered and accepted. In this case, the purchase price shall become due for payment immediately.**
- 9.2. **Should the Buyer be in default in making any payment when due, DENTSPLY shall moreover have the right upon giving 12 (twelve) workdays' prior written notice to the Buyer to withhold any further deliveries until the relevant payment has been received. In the event DENTSPLY rescinds the contract in accordance with section 9.1 DENTSPLY shall further be entitled to request that the Buyer settle any outstanding payments, even if they are not yet due or if a respite has been granted. In such a case, agreed discounts shall become void, and DENTSPLY shall be entitled to claim the full invoiced amount without deductions.**
- 9.3. **The exercise of any of the above rights in an event of default shall in no case result in any liabilities and/or obligations of DENTSPLY to the Buyer, such as, in particular, an obligation to pay damages.**
- 10. Product information**
- 10.1. **The information provided by us about our products and equipment and about our facilities and processes is based on extensive research and application-specific experience. These results, which do not impose any liability on us beyond the scope agreed in the relevant individual contract, are communicated by us verbally and in writing to the best of our knowledge, however, we reserve the right to make technical changes in the course of product development. This shall, however, not release the Buyer from the duty to inspect and review our products and processes as to their use for the Buyer's own purposes. Specifications by the Buyer on the intended use shall only be binding if it is confirmed by us in writing upon the conclusion of the contract that the delivered product or equipment is suitable for the use intended by the Buyer. This shall also apply in respect of the protection of third parties' property rights and in respect of applications and methods.**
- 10.2. **DENTSPLY reserves the right at any time to make technical changes in the course of product development and revise the product information accordingly.**
- 11. Warranty**
- 11.1. **Subject to the following provisions, DENTSPLY solely warrants that goods delivered pursuant to a contract shall comply with all properties and characteristics expressly agreed in writing or to be expected pursuant to the legal provisions at the time when risk passes to the Buyer. DENTSPLY does not undertake any warranty in respect of defects caused by improper handling, wear and tear, storage or other acts or omissions by the Buyer or third parties; nor does DENTSPLY undertake any warranty concerning the suitability or use or fitness of the contractual goods for any particular purpose unless expressly agreed in writing.**

- 11.2. The Buyer shall therefore be obliged to inspect the delivered goods forthwith upon receipt, however, in any case prior to processing the goods, as to any defects. The use by the Buyer of any defective goods following the notification of the defects shall only be permissible upon DENTSPLY's prior written approval. For claims in connection with defects, the following provisions shall apply in addition to the aforesaid:**
- a. in case of deviations in quantity (i.e. delivered quantity is larger or smaller than contracted quantity) the defects are to be notified forthwith, however, in any event within seven days after receipt of documents showing the weight or quantity of the delivered goods and/or after delivery;
 - b. in case of defects in quality which can be ascertained by visual inspection of the goods or the packaging or by sampling, the defects are to be notified forthwith, however, in any case within seven days after delivery;
 - c. in case of defects in quality which cannot be ascertained by visual inspection or by sampling, the defects are to be notified forthwith on detection. Any later notifications of defects/complaints cannot be accepted.
- 11.3. When notifying a defect, the Buyer shall identify the goods clearly and include a list giving details of each defect claimed and provide DENTSPLY with any documents to support such claim. Any such notification shall be in writing and shall be addressed exclusively to DENTSPLY (and not to any third party, e.g. the forwarding agent). If such notification is not effected in compliance with the above provisions, any and all warranty, damage and other claims of the Buyer shall be excluded.**
- 11.4. Until the facts of the case have been ascertained, the Buyer shall duly store the goods and, in the interest of both contracting parties, keep them insured to cover the purchase price. If carriage-free delivery has been agreed, the Buyer shall further be obliged to notify the forwarding agent (carrier) immediately, but in any case within the deadline provided in the forwarding contract, in the event it is suspected that the damage occurred during transport.**
- 11.5. Warranty shall be excluded in respect of defects that do not, or do not significantly, affect the value and suitability of the goods for their customary use as identifiable to DENTSPLY.**
- 11.6. Defects in the delivered goods shall be remedied, at DENTSPLY's discretion, by improvement or replacement of the item free of charge. In such a case the costs in connection with the improvement or replacement, including in particular the cost of transportation, travel, labour and material, shall be borne by us, except to the extent additional costs are caused by the goods having been moved to a place other than the place of performance. However, the Buyer shall be obliged to retransfer ownership in the substituted or replaced goods or parts to us.**
- 11.7. In the event that improvement or replacement is either impossible or would involve unreasonably high effort or expenditure for DENTSPLY, the Buyer shall be entitled to a reduction of the price. Any claims in addition thereto, such as in particular claims for cancellation of the contract, claims for damages including lost profits or claims for substitute performance, shall be excluded to the extent permitted by law. Any legal presumption to the effect that the goods were defective upon delivery if a defect is detected within the first six months from delivery, shall be excluded.**
- 11.8. The limitation period for warranty claims shall be 12 (twelve) months from the time when risk passes to the Buyer in respect of new goods, and 6 (six) months in respect of used goods. The duration of a delay in acceptance, if any, shall be counted against, and therefore reduce, the said period.**
- 11.9. The limitation period for the liability of a recourse debtor in accordance with § 933b(2) 2nd sentence ABGB is reduced to 24 (twenty-four) months. The period allowed for asserting a recourse claim in accordance with § 933b(2) 1st sentence shall not be affected.**
- 11.10. The fulfilment of any warranty obligations of DENTSPLY shall be subject to the Buyer fulfilling any and all**
- of its contractual obligations, in particular its payment obligations as agreed.**
- 11.11. If the Buyer is a consumer within the meaning of the KSchG, the statutory warranty rights of the consumer (§§ 922 to 933 ABGB) shall apply unconditionally.**
- 12. Liability**
- 12.1. Any liability of DENTSPLY for slight negligence shall be excluded, except for cases of personal injury and mandatory legal provisions.**
- 12.2. The amount of any damage claims justified on the merits shall be limited to the purchase price of the respective delivery, except for cases of intent and extreme gross negligence. Any liability for lost profits, indirect damage or consequential damage caused by a defect shall be excluded, except for cases of intent and extreme gross negligence.**
- 12.3. To the extent DENTSPLY's liability for damages is excluded or reduced, such an exclusion or reduction shall also apply in respect of the personal liability of our employees, workers, representatives and performing agents. Suppliers of DENTSPLY shall not be regarded as performing agents. DENTSPLY shall have the right at any time to assign to the Buyer any claims against suppliers concurrently with a waiver of claims against DENTSPLY by the Buyer.**
- 12.4. Any damage claims of the Buyer based on defectiveness of the delivered goods that are not asserted within 6 (six) months after the damage is detected, or at the latest within 12 (twelve) months after the date of delivery, shall become statute-barred. Any other damage claims must be asserted within 12 (twelve) months after the damage is detected and the liable party is known, failing which such claims shall become statute-barred. If the said limitation periods for asserting damage claims cannot be validly agreed under the applicable laws, then these limitation periods shall be deemed extended to the minimum duration permitted under the applicable laws.**
- 12.5. The applicability of the reversal of the burden of proof in accordance with § 1298 ABGB shall be excluded.**
- 12.6. If the Buyer is a consumer within the meaning of the KSchG, any liability by DENTSPLY for slight negligence shall be excluded, except for cases of personal injury and mandatory legal provisions. The provisions in section 12.3, first and second sentence, shall apply mutatis mutandis. The remainder of the provisions in sections 12.2 to 12.5 shall not apply.**
- 13. Product liability**
- 13.1. The Buyer shall use the goods manufactured, imported or brought into commercial use by DENTSPLY only in accordance with their specifications, and shall ensure that these goods (also as raw materials or components) are made available only to persons who are acquainted with the hazards and risks attaching to these products for use pursuant to the specifications and/or are brought into commercial use only by such persons.**
- 13.2. Any specific properties of DENTSPLY's products shall be deemed agreed only if explicitly confirmed in writing. DENTSPLY shall not be liable for any damage caused by the faulty construction of a product of which goods supplied by DENTSPLY constitute a component or caused by the instructions for use of the manufacturer of such products.**
- 13.3. Furthermore, if the Buyer uses the goods supplied by DENTSPLY as raw material or components for its own products, the Buyer shall be obliged when bringing such products into commercial use to extend the obligatory information to be provided to consumers under product liability law also to the goods delivered by DENTSPLY.**
- 13.4. The Buyer is obliged to observe the products brought into commercial use by it also after having brought them into commercial use as to any detrimental properties or hazards in connection with their use, as well as to pay attention to the scientific and technical developments relating to such products and to inform DENTSPLY forthwith of any defects of the goods supplied by DENTSPLY detected thereby.**

13.5. The Buyer shall indemnify DENTSPLY in respect of any liabilities, losses, damage, costs and expenses incurred or suffered by DENTSPLY owing to a failure by the Buyer to comply with the above provisions.

13.6. If the Buyer or DENTSPLY has indemnified a third party in respect of a defective product under mandatory provisions of product liability law and recourse is sought, the burden of proof that the defect in the end product was caused or partly caused by a defect in the goods supplied by DENTSPLY, shall always be on the Buyer. Such claims shall furthermore be deemed excluded in cases of slight negligence on the part of DENTSPLY.

14. Returns

14.1. Unless stipulated otherwise in these GTC the Buyer does not have the right to rescind the contract, to exchange goods or to return goods for other reasons. However, with Buyers who are not authorized dealers provisions allowing for a return of goods may be agreed on a case-by-case basis. The conclusion of such individual agreements shall be at DENTSPLY's sole discretion; the Buyer does not have any statutory right to demand such an agreement.

14.2. Orders for customized goods and for sterile goods cannot be cancelled. If nevertheless any such order is cancelled DENTSPLY shall charge all works performed and components processed up to the time of the cancellation, up to a maximum amount corresponding to the value of the aggregate delivery. In respect of customized goods the right to exchange or return the goods shall be excluded. In the interest of the consumer, alginates, adhesives assortments and their individual parts, plastics, cements, materials made of synthetic or natural rubber and similar goods can only be taken back if returned in their original and unopened packaging within four weeks.

14.3. If the possibility to return goods has been agreed in any individual case, the Buyer shall always comply with the following provisions when returning goods:

a. Provisions applicable to all goods:

Returns shall only be accepted if the goods are returned in their original undamaged, unmarked and unopened packaging. Undamaged original packaging suitable to be returned means that the blister pack and the outer cardboard box are completely intact and the foil of the blister pack is originally sealed. The label and the blister pack and outer cardboard box must be clean and undamaged. The must not bear any markings and must not be soiled or stapled.

Goods in such original packaging will be taken back by DENTSPLY if returned within 2 (two) months, whereby the original invoice or a copy thereof must be submitted. For all accepted returns a credit note will be issued, which is to be used for new orders by the Buyer within 2 (two) months, failing which the credit note will become invalid. Credit notes cannot be cashed. The credited amount shall be subject to the time when the returns are received:

- until the 30th (thirtieth) day after the date of the invoice: without deductions;
- from the 31st (thirty-first) day after the date of the invoice: subject to the payment of a processing fee equalling 10 (ten) percent of the value of the goods (however, a minimum amount of EUR 5 (five euros)).

For returns received by DENTSPLY later than 2 (two) months after the date of the invoice, no credit notes are issued.

b. Special provisions for implants

Notwithstanding item a. above the following special provisions shall apply to implants:

Implants can be exchanged once for other implants of the same product line, but of any desired size, provided the remaining shelf life of the returned implant is at least 18 (eighteen) months. The Buyer shall include the original invoice or a copy thereof with each return. No credit notes can be issued for returned implants.

c. Special provisions for regenerative products

Regenerative products (bone substitute materials, membranes, etc.) are generally excluded from redemption and exchange

14.4. For returning goods the returns form made available online by DENTSPLY must be used.

14.5. Returns will be accepted only if postage is prepaid, and they shall be at the expense and at the risk of the Buyer.

15. Disposal of electrical and electronic equipment

Our electrical and electronic equipment products are B2B products within the meaning of the EAG-VO (Austrian Waste Electrical and Electronic Equipment Regulation), are not intended for private use, and are by their nature not comparable to products for use in private households. The Buyer shall be obliged to dispose of any supplied electrical and electronic equipment within the meaning of the EAG-VO after having ceased to use it, at the Buyer's expense and duly in accordance with the legal requirements. The Buyer shall release DENTSPLY from the manufacturer's take-back obligation pursuant to the EAG-VO and shall fully indemnify DENTSPLY in respect of any claims in this regard. The Buyer shall ensure that the said obligations are also imposed on any third-party businesses to whom the Buyer provides the supplied electrical and electronic equipment (including the duty, if such third party provides such equipment to another party, to impose the said obligations on such other party), whereby the Buyer undertakes to fully indemnify DENTSPLY in respect of any and all claims that may result from the said equipment being provided to other parties.

16. Waiver

Any failure by DENTSPLY to exercise or enforce its rights hereunder shall not be deemed to be a waiver of any such right; therefore, the right to exercise or enforce such a right at a later time is explicitly reserved.

17. No assignment

Unless expressly agreed otherwise with the Buyer, the Buyer shall not be entitled to assign any rights hereunder to a third party without our approval.

18. Data protection and confidentiality

18.1. In accordance with § 8(1) of the Datenschutzgesetz (Austrian Data Protection Act) 2000 the Buyer is informed that DENTSPLY will collect, store and process, also by computer, personal data of the Buyer, including in particular name, address, telephone number and e-mail address as well as any other data related to the contract, to the extent this is necessary and useful for the performance of the contracts that are based on these GTC, including planning, marketing, internal market research and marketing, accounting, cost accounting and internal statistics.

18.2. The Buyer expressly consents to the collection, storage and processing, also by computer, of its data as described herein. The Buyer is informed that it has the right at any time to revoke its consent, effective for the future. If such consent is revoked the Buyer shall bear any and all negative consequences resulting therefrom, in particular in respect of delays in delivery or if performance becomes impossible in whole or in part, and shall be obliged to reimburse DENTSPLY for the expenses incurred up to the time the consent is revoked.

18.3. The Buyer further consents to the electronic mail address provided by it to be used by DENTSPLY for direct marketing via electronic mail, whereby the Buyer shall have the right at any time to revoke its consent with DENTSPLY.

18.4. In future DENTSPLY may also introduce an e-mail newsletter service, which can be subscribed by the Buyer and will keep the Buyer updated on news, special offers, etc. concerning DENTSPLY. The subscription may be cancelled with DENTSPLY at any time.

18.5. Any reasonable and justified requests for information, correction and deletion and/or objections regarding the use of data stored about the Buyer shall be submitted by the Buyer to DENTSPLY in writing, whereby the Buyer grants its consent to its requests being processed by DENTSPLY via e-mail.

18.6. DENTSPLY shall implement all measures that are customary in the market, are technically possible and do not require unreasonable effort or expenditure to ensure that the data stored by it are protected. DENTSPLY shall not be liable if the data should nevertheless be disclosed or be used by unauthorized parties, in particular as a result of interference by third parties. It is mutually agreed that the enforcement of any claims and/or

damages by the Buyer or any third party against DENTSPLY in this context shall be excluded.

18.7. Confidential information may be disclosed to third parties by the Buyer only subject to DENTSPLY's explicit prior written approval. Confidential information shall include in particular product prices, the scope of the relevant delivery, and dealer-specific terms and conditions, as well as any other information which the Buyer has learned in the course of its business relationship with DENTSPLY and which is not deemed to be known to the public. The obligation stipulated in this provision shall apply without limitation in time, also after the termination of the business relationship with DENTSPLY.

19. Governing law, jurisdiction

19.1. **The contract shall be governed by Austrian law, whereby the applicability of the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.**

19.2. **Any and all disputes arising out of this contract or relating to its infringement, termination or nullity shall be subject to the exclusive jurisdiction of the competent court for commercial matters in Vienna.**

20. Miscellaneous

20.1. Any notices made on behalf of DENTSPLY shall be legally binding only if issued by the required number of authorised representatives (managing directors, authorised signatories, proxies).

20.2. Any agreements between DENTSPLY and the Buyer must be made in writing. Verbal agreements shall be void. Changes and amendments to these General Terms and Conditions shall therefore only be effective if agreed in writing. This requirement shall also be deemed to be met in the case of facsimile or e-mail transmissions.

20.3. If any provision in a contract or in these General Terms and Conditions should be invalid in whole or in part, the remaining provisions shall remain effective. In the case of such partial invalidity, the contracting parties undertake to replace the invalid provisions with provisions that reflect the intention of the invalid provisions as closely as possible.

20.4. Any obligations under contracts that are concluded on the basis of these General Terms and Conditions shall be binding also on the Buyer's successors and assigns.

20.5. The Buyer undertakes that while the business relationship between the Buyer and DENTSPLY continues, the Buyer shall forthwith notify DENTSPLY of any changes regarding the status of the Buyer as a natural person or a legal entity and of any changes regarding the business address.

20.6. DENTSPLY shall have the right at any time to change or amend these General Terms and Conditions. Any such change shall become effective upon being notified to the Buyer and shall be applicable to all transactions entered into thereafter.

21. Electronic mailing of documents

Provided that the Buyer agrees separately and in writing, documents relevant to its order (e.g. order confirmation, delivery note, invoice) shall be sent to the Buyer via e-mail or in any other appropriate electronic form. All transmissions to the e-mail address or any other electronic address advised by the Buyer shall be deemed delivered to the Buyer upon mailing.

Special provisions for training events (as amended in September 2017)
1. General

- 1.1. In addition to and amending the above General Terms and Conditions for the Sale of Goods and Services, which shall herewith be deemed to apply by reference to the extent applicable, these General Conditions shall apply to any and all training events provided by DENTSPLY SIRONA EUROPE GmbH (hereinafter referred to as "DENTSPLY").
- 1.2. Registrations must be submitted in writing via facsimile or e-mail transmission. The available places will be allocated based on the order in which the registrations are received, up to the relevant maximum number of participants.
- 1.3. Following the receipt of the registration, the registered participants will be provided with a confirmation of registration. Once it is confirmed that the event will take place, the participants will receive a booking confirmation and an invoice, upon which the registration will be deemed binding. The invoiced amount shall be remitted to us, indicating the invoice number and the name of the participant, within the indicated period allowed for payment.

2. Cancellations
2.1. Cancellations of registrations for training events must be made in writing.
2.2. The following cancellation fees, which shall be deemed to constitute forfeit money within the meaning of § 909 ABGB, shall apply in respect of cancellations of registrations for training events that do not include a social programme:

- If the registration is cancelled until 5 weeks before the date of the event at the latest, the processing fee shall be 50 percent of the event fee.
- If the registration is cancelled after the said deadline or no cancellation is made but the registered participant fails to attend the event, the full amount of the event fee will be charged.

2.3. The following provisions shall apply in respect of cancellations of registrations for training events that include a social programme:

- If the registration is cancelled until 6 weeks before the date of the event at the latest, we will charge 50 percent of the event fee.
- If the registration is cancelled after the said deadline or no cancellation is made but the registered participant fails to attend the event, the full amount of the event fee will be charged.

2.4. In any case the right to participate in the event can be transferred to a substitute nominated by the registered participant.
2.5. DENTSPLY reserves the right to cancel training events, also at short notice, in case too few registrations are received or for any other reason, e.g. because a speaker has been taken ill. In any such case the participants will be notified without delay. Any event fees already paid will be reimbursed or, upon the participant's request, credited to be used for a later training event. Registered participants shall have no claims beyond the aforesaid scope.
2.6. We reserve the right to make organizational changes in connection with training events to the extent such changes are reasonably acceptable to the participants. If any registered participant should be unable to attend a training event due to a change of schedule by DENTSPLY, such participant shall have the right to rescind the contract free of charge.
3. Services
3.1. DENTSPLY shall, at its discretion, design the contents of the training events to be in line with the technical and didactical

state of the art. The same shall apply in respect of the nomination of speakers. The individual scope of services provided shall primarily result from the contract and secondarily from the offer and other service descriptions (flyers, brochures). Content-related and/or organizational changes of or deviations from the described scope of services (including possible reductions or extensions of the duration of an event) may be made prior to or during the event, provided such changes or deviations do not essentially alter the event. DENTSPLY shall have the right, if required, to replace the announced speaker with another person with comparable qualifications.

- 3.2. The participant shall be obliged to cooperate to the agreed extent and to timely and fully perform all relevant actions that are required to enable DENTSPLY to provide the deliveries and services in accordance with the contract, whereby the participant shall in particular be obliged to make available to DENTSPLY any required and appropriate materials and information of his/her own accord and in due time. The participant shall also be obliged to accurately reply, without delay, to any inquiries by DENTSPLY aimed at establishing the relevance of the contractual transactions under VAT law and to enable DENTSPLY to issue a correct invoice.

4. Terms of payment, set-off, right of retention

- 4.1. Unless expressly provided otherwise in the contract, the event fee shall be payable without deductions after receipt of the relevant invoice within 14 days from the date of the invoice. Payment by monthly instalments can be agreed in writing on a case-by-case basis, provided the participant sets up a direct debit mandate.

- 4.2. The participant shall be obliged to fully pay the contractually agreed event fees and costs, even if he/she fails to attend parts of the event for whichever reason. Content-related and/or organizational changes or deviations do also not entitle the participant to reduce the agreed event fee. The participant shall have a right to set-off only in respect of counterclaims that are undisputed or that have been upheld and declared unappealable or that have been expressly acknowledged in writing by DENTSPLY. In respect of the exercise of a right of retention by the participant the aforesaid provision shall apply mutatis mutandis.

5. Course notes, additional services

- 5.1. Course notes made available by DENTSPLY shall be deemed to be included in the agreed event fee, unless agreed otherwise.
- 5.2. The cost of board and lodgings and other conference-related costs shall not be included in the event fee, unless agreed otherwise.

6. Liability

- 6.1. The presentations at the events reflect the relevant speakers' personal experience. Statements about individual approaches of treatment are subjective. DENTSPLY shall not accept any liability in respect of approaches of treatment presented by the speakers.

- 6.2. Events hosted by organizers other than DENTSPLY are listed in our events calendars for information purposes only. The relevant details are non-binding. DENTSPLY shall not accept any liability in respect of such information.

- 6.3. DENTSPLY shall not accept any liability in respect of any envisaged result and/or the admission to any exams and/or the passing of any exams of whichever kind that may be expected from, or as a result of, the training event. If the training events take place at the participant's premises the participant shall be responsible for equipping the premises and for meeting all safety and accident prevention requirements. In respect of training events held at the premises of DENTSPLY or at premises made available by DENTSPLY, any liability claims against DENTSPLY and/or against its performing agents or vicarious agents shall be limited to cases of intent and gross negligence. DENTSPLY shall not be liable for belongings of the participant brought to the premises (wardrobe; course

materials, etc.). The relevant house rules must be complied with.

7. Collection of data

For as long as the contractual relationship continues and in the cases covered by sentence 2, DENTSPLY shall have the right to store and use personal data of the participant for DENTSPLY's own business purposes, subject to the applicable rules under data protection law. The participant consents to being supplied with information materials of DENTSPLY also after the termination of the contractual relationship.

8. Copyright

8.1. We reserve all rights in the course materials. It is not permitted to reproduce or, in particular by electronic means, process, copy, distribute or use for communication to the public any of these materials or any parts of the same without our prior written approval.

8.2. It is not permitted to take photographs or make video or audio recordings at our training events.

9. Miscellaneous

9.1. Any agreements between DENTSPLY and the participants must be made in writing. Verbal agreements shall be void. Changes and amendments to these General Conditions shall therefore only be effective if agreed in writing. This requirement shall also be deemed to be met in the case of facsimile or e-mail transmissions.

9.2. If any provision in a contract or in these General Conditions should be invalid in whole or in part, the remaining provisions shall remain effective. In the case of such partial invalidity, the contracting parties undertake to replace the invalid provisions with provisions that reflect the intention of the invalid provisions as closely as possible.

10. Governing law, jurisdiction

10.1. Austrian law shall be the governing law, whereby the applicability of the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

10.2. Any and all disputes arising out of this contract or relating to its infringement, termination or nullity shall be subject to the exclusive jurisdiction of the competent court for commercial matters in Vienna.