

1. Validity and applicability of the General Terms and Conditions

1.1. These general terms and conditions are based on Swiss law and apply worldwide for an indefinite time, as long as the parties (CeramTec Switzerland LLC as Seller/ the Customer as Orderer, Buyer) acknowledge them either expressly in communication with each other or tacitly.

The present conditions apply to all purchase contracts in which CeramTec Switzerland LLC appears as Seller and Supplier. They are furthermore applicable to all statements made by CeramTec Switzerland LLC in brochures, price lists, advertisements and offers.

Modifications and side agreements to these general terms and conditions are only valid if the Customer and CeramTec Switzerland LLC have made a different written agreement.

1.2. In other respects, the provisions of Swiss Code of Obligations regarding the purchase contract (Art. 184 et seq. Swiss Code of Obligations) and other Swiss laws and regulations apply; the Vienna Purchasing Convention (CISG) does not apply.

1.3. This GTC shall apply only to persons who in entering into the agreement are acting in exercise of their commercial or independent professional activity ("entrepreneurs") and to legal entities under public law or a special fund under public law ("Buyer"). It shall not apply to individuals who enter into the agreement for a purpose that cannot be attributed to their commercial or independent professional activity ("consumers").

2. Offers and orders

2.1. Brochures, price lists, advertisements and prospectuses contain non-binding information and guideline prices.

2.2. An offer (quote) from CeramTec Switzerland LLC is only binding, if it has been presented to the Customer in writing, and it only has binding effects during the period specified therein. If no time period is mentioned, then an offer from CeramTec Switzerland LLC is binding for ten days.

2.3. If the Customer places an order, then the Customer accepts these general terms and conditions.

The Customer may place an order in writing, by telephone, telefax, Internet and e-mail. The contract is only considered to be concluded however, if CeramTec Switzerland LLC confirms the order or delivers the products ordered. Whichever event occurs earlier applies.

2.4. CeramTec Switzerland LLC must be notified of errors promptly in writing. Before such a notification from the Customer modifies the contract content, the modification must be confirmed by CeramTec Switzerland LLC in writing. If the Customer does not provide any notification, then the content of the order confirmation is applicable to the contract. Ancillary agreements, oral declarations by staff or representatives, and changes to confirmed orders (including changes in delivery items) must be confirmed in writing by CeramTec Switzerland LLC in order to be effective.

3. Place of delivery

3.1. The place of delivery will be named in the order confirmation.

4. Delivery deadlines

4.1. The delivery period of 48 hours stated in the order confirmation is an approximate guideline. CeramTec Switzerland LLC commits to supply the buyer with the agreed products according to the guidelines established in the order confirmation.

4.2. The deadlines will be appropriately extended if obstacles arise that can be classified as force majeure, e.g., extreme natural events, mobilization, war, riot, epidemics, pandemics, accidents and disease, significant operational malfunctions, labour conflicts, delayed or mistaken deliveries and official measures.

4.3. Unless special arrangements are made concerning the shipping method, CeramTec Switzerland LLC shall choose the shipping method at its own discretion, assuming no guarantee that its method will be the safest, fastest, or least expensive. Damage suffered during transport must be reported to CeramTec Switzerland LLC and to the delivering carrier promptly and in writing, but no later than within five (5) days.

5. Buyer's obligations on delivery, consequences of default

5.1. The Buyer commits to accept these products at the predetermined time and to pay for them. If the Buyer refuses to accept a delivery without consent from CeramTec Switzerland LLC, then the Buyer must pay the costs or losses, including storage costs, arising for CeramTec Switzerland LLC due to this refusal, and moreover must do so until the time when the Buyer receives the delivery or irrevocably refuses it. The risk of loss of the products is transferred to the Buyer at the moment of delivery. Ownership and unrestricted right of disposal of the products ordered is only transferred to the Buyer if CeramTec Switzerland LLC has received the amount billed.

5.2. The Buyer must examine a delivered and accepted product within fourteen days for possible defects or mismatch with the order. After the expiry of this period, the products are considered to be accepted without reservations by the Buyer.

5.3. If the product ordered is sent to the Buyer at the Buyer's request, then, regardless of which party pays the freight costs, the danger of accidental loss and accidental damage is transferred to the Buyer with delivery, i.e., at the latest when leaving the warehouse.

5.4. In exchange for acceptance of the costs (freight, processing fee, etc.), the Customer is entitled to return implants up to three months after delivery and to a 1-to-1 exchange.

6. Guarantee and liability

6.1. CeramTec Switzerland LLC shall be liable only for willful misconduct and gross negligence. CeramTec Switzerland LLC shall in no way be liable for lost profits, collateral damage, indirect damage, special damage, consequential damage, or other similar types of damage.

6.2. In case of initial impossibility of delivery, CeramTec Switzerland LLC shall only be liable if the impediment of performance was known to CeramTec Switzerland LLC or if the lack of knowledge is due to gross negligence on the part of CeramTec Switzerland LLC. The above exclusions of liability do not apply in case of fraudulent concealment of defects and in as far as the exclusion is legally possible.

6.3. If no different written agreement has been made, then CeramTec Switzerland LLC guarantees a product free of defects during a period of six months from the delivery date. If the product proves to be defective within this period, CeramTec Switzerland LLC will, at its sole option and expense, repair or replace the product at its reasonable convenience. The CeramTec Switzerland LLC guarantee is granted in lieu of any other guarantee. All other guarantees are excluded to the extent legally permissible.

6.4. The CeramTec Switzerland LLC guarantee does not provide protection for damages which arise or have arisen due to:

6.4.1. Improper application, improper use

6.4.2. Modifications or repairs by third parties, by the Customer, or by the end consumer himself

6.4.3. By any party (other than CeramTec Switzerland LLC)

6.4.4. Any external force

6.4.5. Follow-up on any instructions issued by the Customer and correctly carried out by CeramTec Switzerland LLC.

6.5. The Customer must provide CeramTec Switzerland LLC with all necessary information and grant access thereto as well as provide complete cooperation in order to enable CeramTec Switzerland LLC to perform its obligations. If the Customer refuses to cooperate, then CeramTec Switzerland LLC is not obligated to provide any service or assistance.

6.6. The Customer is responsible for the backup and confidentiality of all product data and also for its legal and official requirements associated with the products.

6.7. CeramTec Switzerland LLC is not liable in any case for indirect damages or consequential damages. All liability is excluded to the extent legally permissible.

6.8. The products delivered by CeramTec Switzerland LLC are not intended for making diagnoses or prognoses or determining the course of treatment. Neither the products nor any information made available by CeramTec Switzerland LLC are intended to substitute for the services of a trained medical professional, or to serve as a substitute for a physician's advice. CeramTec Switzerland LLC makes no representations regarding the products and does not provide guarantees regarding treatment, effectiveness or use of medications.

6.9. All CeramTec Switzerland LLC products are only intended for purchase by a licensed physician.

7. Prices & Payment

7.1. All prices are indicated in local currency and shall, for lack of a special agreement, be considered to be ex works or warehouse (EXW under Incoterms 2020), plus packaging and shipping costs and statutory value added tax.

7.2. The price shown in CeramTec Switzerland LLC's written order confirmation or—if there is no written confirmation—the price shown in the customer price list (catalogue) valid on the date when the order is placed shall apply. The customer price lists produced by CeramTec Switzerland LLC can be modified by CeramTec Switzerland LLC at any time. It is up to the Buyer to obtain information from CeramTec Switzerland LLC concerning the prices valid on the day on which the agreement is entered into.

7.3. In the absence of stipulations to the contrary, payments shall be due in full within 30 days of the invoice date. Payment shall be considered made when CeramTec Switzerland LLC can dispose of the amount (receipt of payment). If the Buyer defaults on paying for an earlier delivery, the invoice amount shall be payable in full immediately (invoice date), notwithstanding the first sentence.

7.4. All costs incurred in connection with payment, in particular bank charges and other fees in addition to value-added tax, shall be borne by the buyer and due immediately.

7.5. If the buyer defaults on payment, CeramTec Switzerland LLC can demand default interest in the amount provided by law.

7.6. The buyer may set off only if a final court judgment declares his counterclaims to be owed, such claims are uncontested, or CeramTec Switzerland LLC has acknowledged them.

8. Cancellation of the contract

8.1. Both parties can cancel the contract if the other party:

8.1.1. infringes the contract significantly and omits to rectify this situation within thirty days after receiving a written notification from the other party, or

8.1.2. becomes insolvent or is not able to pay its debts on time.

9. Special provisions on ordering dental prostheses and jaw models based on scanned data

If the Buyer orders dental prostheses or jaw models through electronic transmission of data that he has generated with a scanner the following provisions shall apply additionally:

9.1. To enable CeramTec Switzerland LLC to satisfy its delivery obligations relating to Scan Orders, the Buyer must duly satisfy his duties to cooperate in a timely manner. In particular, the Buyer shall ensure that the scanner data are recorded accurately, that all needed information is included, and that the entirety of the scanned data is transmitted to CeramTec Switzerland LLC. Employees who operate the scanner and prepare Scan Orders must thus be trained accordingly.

9.2. In the case of Scan Orders, CeramTec Switzerland LLC shall produce the dental prostheses and jaw models in accordance with the data transmitted to CeramTec Switzerland LLC using the material chosen by the Buyer. Thus, there shall be no claims

in the event of defects resulting from improper operation of the scanner, faulty transmission of the scanned data, transmission of faulty data, ordering inappropriate materials, or fitting the dental prosthesis with the patient. Finally, there shall be no defect claims if the defect is attributable to post-processing or alteration of the dental prosthesis or jaw model by the Buyer.

- 9.3. *If the Buyer changes or adapts the Prosthetic Element delivered by CeramTec Switzerland LLC, any and all liability for defects on the part of CeramTec Switzerland LLC shall be excluded.*

10. Industrial property rights and copyrights (IPR) and data privacy

- 10.1. *All industrial property rights and copyrights to the products are and will remain the exclusive property of CeramTec Switzerland LLC or its licensors, to the extent applicable ("IPR"). The "ZERAMEX®" products of CeramTec Switzerland LLC are protected by patent.*
- 10.2. *The data transferred by Customers to CeramTec Switzerland LLC are stored or forwarded in strict compliance with the applicable data privacy laws. The Customer is responsible for procuring the consent of its patients to forwarding potentially personal data to CeramTec Switzerland LLC. The Customer agrees that its personal data can be forwarded to a CeramTec Switzerland LLC company outside of the EEA.*

11. Substitution, transfer

CeramTec Switzerland LLC may forward, cede or transfer its obligations as a subcontract to a competent third party. The Customer may not cede or pass on its rights or obligations vis-à-vis CeramTec Switzerland LLC.

12. Statement of integral component of the contract

All current CeramTec Switzerland LLC products and service offers can be found on the website www.zeramex.com. The document available and applicable on the website on the date of the contract is considered an integral component of the contract.

13. Jurisdiction

In the event of disputes arising from the contractual relationship between CeramTec Switzerland LLC and the Customer, the jurisdiction of Zurich is agreed. CeramTec Switzerland LLC is not obligated to take part in a lawsuit outside of Switzerland.