

General Terms and Conditions of ORALIA medical GmbH

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1. General terms

All services and transactions of ORALIA medical GmbH (hereinafter also referred to as "ORALIA") are exclusively subject to the following terms and conditions. This also applies to all future business relations.

Differing or additional conditions require ORALIA's explicit and written consent to become effective. A written confirmation of a verbal agreement will only become effective if it is confirmed in writing by the receiving party.

All orders as well as a guarantee for certain properties or specific warranties require our written approval to become effective. The requirement for written form can be waived by written agreement. Terms and conditions of the customer will not be part of this contract, even if they are attached to inquiries, orders, notices of acceptance etc. and have not been explicitly objected to by ORALIA.

All offers made by us are non-binding and subject to change. Orders will be considered as accepted only if they have been confirmed by us in writing. Our confirmation will be decisive for the contents of the contract unless a written objection is delivered to us before or at the time of our confirmation of order.

Subsidiary agreements made before or upon conclusion of this contract always require our written approval to become effective.

If INCOTERMS are agreed upon, the definitions of INCOTERMS 2010 specified and published by the International Chamber of Commerce in Paris shall apply.

2. Prices and payment terms

All prices are stated ex works Konstanz exclusive of packaging, freight and insurance. Within the country, the statutory value-added tax will be added to the prices.

Unless otherwise provided in the order confirmation, our invoices are payable strictly net within a period of 10 days after date of the invoice. Repairs and contract works will always have to be paid immediately and strictly net.

In case of delivery to customers residing outside the Federal Republic of Germany or in case of deliveries intended for export out of the aforementioned territories, we will be authorised to demand establishment of an irrevocable letter of credit by a German bank or financial institution acknowledged as customs and tax guarantor and to deliver the goods against the opening of a letter of credit only.

The customer is not entitled to any right of retention against our claims or to set off claims against counterclaims unless they have been explicitly approved by us or have been established by legal process.

ORALIA is entitled to assign claims from all business relations.

3. Payment default

Should the customer be in default of payment, ORALIA is entitled to charge interest to the extent of eight percent (8 %) p.a. above the base interest rate of the European Central Bank, notwithstanding the right to assert further damage claims.

Should the customer be in default with one of his contractual performances, ORALIA is entitled to either demand immediate return of the delivered goods, to withdraw from the contract or to claim damages for non-performance.

4. Delivery, passage of risk and receipt

Delivery outside of Germany is always at the customer's expense and risk. The shipped goods will be insured against transport damage only if explicitly requested by the customer and at their expense.

In case of pickup of the goods by the customer upon receipt, risk will pass to the customer already upon advice of readiness for dispatch.

Delivered items have to be accepted by the customer even if they have insignificant defects, notwithstanding the rights under section 6 of these terms and conditions.

5. Delivery time

Binding dates for the delivery of goods or services (delivery dates) have to be explicitly agreed upon in writing. A period for the delivery of goods or services (delivery period) shall begin upon receipt of order confirmation by the customer only, however not before production of the technical data to be provided by the customer, in case of international sales only upon establishment of the letter of credit according to section 2 item 3 of these terms and conditions. Modifications or extensions of the scope of the order agreed upon after conclusion of the contract will reasonably extend and postpone the initial delivery periods and delivery dates, respectively.

The delivery period will be considered as met if the item of delivery has left our works or advice has been given that it is ready for dispatch before its expiration. Partial deliveries are admissible.

The customer is entitled to a written request for delivery within a reasonable period of time if a non-binding delivery date or a non-binding delivery period has been exceeded by two weeks. This reminder puts us in default. If we are in default, the customer is obliged to grant us an additional period of time of reasonable length in writing under penalty of refusal to accept performance. When the additional period of time has expired without result, the customer is entitled to withdraw from the contract.

Impairments of delivery and performance due to force majeure or as a result of labour disputes, interventions by authorities, interruption of operations, difficulties in obtaining material or energy supply or any other unforeseen circumstances beyond our responsibility, regardless whether these circumstances occur in our company or at our subcontractors, will extend the delivery time by the period of the impairment. This provision will not apply to cases where we entered into our obligation regarding delivery time even though these circumstances were foreseeable or did not take possible and reasonable action to avoid or prevent the impairment of performance or the impairment has been caused by ourselves. In compliance with the above provisions, we cannot be held liable for the circumstances mentioned even if they occur during a default already existing. We may invoke these provisions only if we immediately inform the customer of the onset and the probable duration of such impairments.

If damage arises for the customer on account of a delay we are responsible for, he/she will be entitled to claim compensation for damages. The amount of the compensation for damages is limited to 1% for every whole week of the default - individual days proportionally -, at the most 10% of the contract value. This provision will not affect our liability according to section 7, items 2 and 3 of these terms and conditions. With this, all claims for damage for default shall be settled. ORALIA does not assume any further liability in case of default; ORALIA shall in no case be liable for claims for damage beyond the limits set forth in the provision "Liability". This does not apply if liability is mandatory in cases of intent or gross negligence.

6. Reservation of proprietary rights

Until complete fulfilment of all claims under the business relationship with the customer, the delivered goods remain our property (reserved goods), even if the individual good has already been paid. In case of current account, the reserved property is considered to be the security of our balance claim.

Until the passing of title, the customer is obliged to insure the delivered goods against theft, breakage, fire, water or other damages. Already by now, the customer assigns to us all rights under the insurance contracts and their claims against their insurer. The assignment will be accepted by us.

The customer must neither pledge the reserved goods nor assign as security. The customer will have to inform us immediately in case of seizure or other dispositions.

If the customer completely or partially fails to effect payment when it becomes due or is in any other way in breach of contract, we will be entitled to take back the reserved goods after sending a reminder. This also applies in case the customer is insolvent, has ceased payments or is subject to bankruptcy proceedings against their assets or any other material deterioration of their economic situation occurs. The assertion of the reservation of title as well as a seizure of the delivered goods by us shall not be considered withdrawal from the contract; § 449 section 2 BGB (German Civil Code) is explicitly excluded.

If the customer resells the delivered goods on a commercial basis, he is entitled to resell the delivered goods in the ordinary course of business at his usual conditions providing he is not in default of payment. In case of the customer reselling the goods, the claims arising from the corresponding legal transactions are already now assigned to us to the extent of our invoice value. We hereby accept the declaration of assignment. The customer is entitled to collect the sum due even after the assignment to us until our revocation which is possible at any time. This will not affect our entitlement to collect the sum due by ourselves. We undertake, however, not to collect the claim as long as the customer duly fulfils their financial obligation. We are entitled at any time to demand that the customer provides us with all necessary information about the claims assigned and their respective debtors as well as the information necessary for collection, hands over the corresponding documents to us and informs the debtors of the assignment.

If reserved goods are resold by the customer together with other goods that are not our property, the customer will already now assign to us their claim against the buyer to the extent of the delivery price agreed upon between us and the customer. Processing or transformation of the reserved goods always is performed for us without imposing any obligation on us. In case of further processing or combination with objects supplied by third parties, we will retain co-ownership of the new items to the extent of the ratio of the value of the goods delivered by us to value the goods delivered by the third party.

We oblige to release securities we are entitled to if their value exceeds the claims to be secured by more than 20 %.

7. Material defect

If goods delivered by ORALIA should be defective, the customer is entitled to optionally demand either repair or replacement by ORALIA, whereby replaced components become property of ORALIA. If the customer has granted a reasonable deadline to ORALIA without result after a first request and ORALIA refused to effect supplementary performance or two attempts of supplementary performance have failed, the customer is entitled to optionally demand cancellation of the contract or reduction of

payment in cases of considerable breach of duty, unless the type of the object or the defect or other circumstances require otherwise. The same applies, if a supplementary performance is unacceptable for ORALIA. In case of breach of duty, the customer may only demand reduction of payment.

Additionally, the customer may demand compensation for damage or compensation for their expenses providing the legal requirements are met. ORALIA is in no case to be held liable for claims for damage beyond the limits set forth in the section "Liability". Further claims for material defects are excluded; these restrictions of liability will not apply in case of intent and gross negligence.

No claims for material defects arise in case of only insignificant performance deviations from the contractual quality or usability on the part of ORALIA

If ORALIA has performed troubleshooting services after notice of defect and no material defect is found, the costs arising from that have to be born by the customer. Liability for material defects expires for goods delivered by ORALIA that have been modified or have been subject to any other intervention by the customer unless the customer can prove that the intervention did not cause the defect.

For the purpose of proper troubleshooting and error handling it is required that the customer sufficiently describes the defect and it so becomes identifiable for ORALIA.

If the defect results from the defectiveness of a service performed by a subcontractor, our liability will at first be limited to the assignment of the claim for defects against the subcontractor. If the subcontractor refuses supplementary performance or is not able to effect for other reasons, the customer's claim arising from the defect is directed at ORALIA. The statute of prescription shall be suspended for the time claims are made on the subcontractor.

Damages due to normal wear and tear are excluded from the warranty.

Claims of the customer arising from the expenses for supplementary performance, in particular transport, costs of labour and material are excluded, if expenses increase because the object of performance has later been transferred to a place of performance different from the one agreed upon in the contract.

Any warranty is excluded if the customer fails to handle, service or regularly maintain the object of purchase according to the operating instructions and the defect results from that fact. The same applies if the customer does not fulfil their contractual obligations against ORALIA, in particular if the customer fails to effect payments on schedule.

Claims arising from material defects expire after a period of one (1) year after delivery.

8. Defect in title

If rights of third parties are infringed in the context of delivery and corresponding claims are asserted by the holders of these rights against customers, the customer is obliged to immediately inform ORALIA about this upon receipt of the claim notice.

All figures, drawings etc. attached to quotations and deliveries remain the property of ORALIA and may neither be copied nor disclosed to third parties in any form without prior written consent. All of ORALIA's products are protected by law. None of ORALIA's products may be copied, duplicated or reproduced in any way without our prior written consent.

If a third party asserts justified claims against the customer for infringement of intellectual property rights by products that have been delivered by ORALIA and used according to the contract, ORALIA will be held liable towards the customer as follows:

ORALIA will at its own discretion and expenses acquire a right of use for the product, modify the product in a way so that no intellectual property right is infringed or replace the product. If this should not be possible at reasonable conditions, ORALIA will take back the product against reimbursement of the purchase price. The above mentioned obligation will apply only if the customer immediately, however not later than five (5) working days informs ORALIA of these claims asserted by the third party in writing by registered letter with advice of receipt, furthermore if the infringement is not

acknowledged by the customer and all measures of defence and settlement negotiations are left to ORALIA. If the customer stops using the product for reasons of damage mitigation or other important reasons, he is obliged to inform the third party that stopping to use the product does not imply the acknowledgement of any infringement of intellectual property rights.

Claims of the customer are excluded, if the customer himself is responsible for the infringement of intellectual property rights.

Furthermore, claims by the customer are excluded if the infringement of intellectual property rights is due to particular specifications made by the customer, has been caused by an application not intended by ORALIA, results from modifications of the product by the customer or if the product has been used together with products not delivered by ORALIA.

Further claims are excluded with the exception of the right of withdrawal from the contract.

The customer is obliged to carefully examine the delivered goods upon receipt and to inform us in writing of any defects immediately after their detection.

In case of defective delivery and/or service, the customer is entitled to repair or replacement free of charge (supplementary performance) at our option. In this case we will cover the necessary expenses for the supplementary performance (in particular transport charges, travelling costs, costs of labour and material). If repair or replacement should fail as well, the customer may demand reduction of the purchase price and/or compensation or withdraw from the contract. Withdrawal will be excluded if the defect only insignificantly reduces the value or the usability of the purchased good and/or the work. Usually, a repair will be considered as failed after the second unsuccessful attempt. If we are in default of repair or replacement, the customer can assert the same rights after unsuccessful expiration of an additional period granted in writing. § 440 BGB (German Civil Code) and our liability according to section I of these terms and conditions remain unaffected.

A guarantee for the quality of the purchased good and/or the work as defined by § 443 BGB (German Civil Code) has to be explicitly assumed by us in writing to become effective, unless a purchase of expendable goods is concerned.

Warranty is excluded if the contract item has been modified without our permission, in particular by incorporation of foreign parts, and it cannot be excluded that the defect results from that modification. The period of warranty is 24 month beginning from the delivery of the purchased good, in case of contract work beginning from acceptance.

ORALIA is entitled to refuse rectification of defects as long as the customer is in default of fulfilling his obligations. The right of retention due to possible defects of delivery up to twice the amount of the rectification costs will not be affected by that.

9. Place of performance, place of jurisdiction and applicable law

Exclusive place of performance for both contractual parties is our company seat at 78467 Konstanz, Germany. As far as our customers are merchants according to the German Commercial Code, Konstanz is agreed as the place of jurisdiction. This does not apply to default proceedings. We are, however, entitled to assert claims at any other legal place of jurisdiction.

Our legal relations with our customers are subject to the laws of the Federal Republic of Germany.

10. Alterations, Invalidity clause

Alterations to these conditions of purchase, delivery and payment or other contractual agreements have to be put down in writing.

Should individual parts of these conditions expire by law or individual agreement, this will not affect the effectiveness of the remaining provisions.

The Management