

## GENERAL TERMS AND CONDITIONS OF SALE

### **1. Applicable Conditions and Scope of Application**

1.1 Our supplies and services are exclusively governed by the General Terms and Conditions of Sale set forth below. They only apply to Contracts with entrepreneurs, legal entities under public law or special funds under public law.

1.2 All Terms and Conditions of the supplier shall be contradicted; these shall only be valid if and to the extent that we expressly accept them in writing. This also applies in the event that the customer expressly refers to his general terms and conditions, even if we do not expressly object to them again.

1.3 Legally relevant declarations by the Buyer in relation to this contract (such as notices of defects, deadlines, etc.) must be made in writing, whereby this also includes text form (e.g. e-mail). Statutory formal requirements and our right to demand evidence in a stricter form in cases of doubt shall remain unaffected.

### **2. Advice, Information and Documentation**

2.1 Any advice and information given on our products is based on our experience to date. The data, in particular concerning the possibilities of use of our products, are average data only and do not constitute a description of the quality of the goods. We are unable to assume any liability as to the correctness of the data and the possibilities of use.

2.2 We reserve all property rights, copyrights and all other rights to any documents and objects, such as drawings, samples or models, made available to the customer in connection with our offers. The customer is not entitled to disclose these to third parties without our prior written consent, irrespective of whether these were marked confidential or not.

### **3. Conclusion and Content of Contract**

3.1 Our offers are not binding, unless we include a binding term of validity. A valid and binding contract shall be concluded only upon either our confirmation in text-form of the customer's order or, in the absence of such a confirmation, the delivery of the goods. The contents of the contract shall be determined by our order confirmation, in case of delivery without separate order confirmation, our delivery note shall be deemed as being such a written confirmation.

3.2 Any information given on our products, in particular, pictures or drawings or information concerning quality, quantity, weight, dimensions and performance are approximate data only and no quality descriptions. Provided that no limit to possible deviations has been stipulated in the order confirmation and none are given in the expressly acknowledged customer specifications, deviations customary in the industry are admissible in any case. The quality, suitability, qualification and function as well as the designated use of our products are exclusively determined by our specifications and technical qualifications. Public statements, promotions or advertising by us or by third parties do not constitute a description of the quality of the goods.

3.3 Guarantees regarding the quality or shelf life of our products must be expressly identified as such in the order confirmation. The quality of samples or specimens is not warranted, unless expressly stated otherwise in the order confirmation. This shall also apply to data concerning the result of analyses.

#### **4. Delivery and Passing of Risk**

4.1 Where delivery dates or times are not expressly and bindingly agreed in our written order confirmation but are to be regarded as estimates, the customer may set a reasonable time limit for delivery two weeks after the expiry of the approximate deadline. We are not in default until the set time limit has expired. Delivery periods do not start until the customer has duly met his obligations in a timely manner, e.g. approval or release of product drawings, or until we have received a down payment, in case such payment has been agreed in writing.

4.2 In case of default or impossibility of performance we are only liable for claims for damages pursuant to the provisions in clause 7 below. Our liability for damages caused by default is limited to 0.5 % of the value of the delivery or partial delivery that is in default per completed week. Our maximum liability for damages caused by default is limited to 5 % of the value of the (partial) delivery in default.

4.3 In cases of force majeure, for example operational disruptions, delays in transit, strikes or lockouts, in the event of pandemic and in cases of incorrect, delayed or non-delivery by our own suppliers, despite the conclusion of a congruent hedging transaction, and in any other case of insufficient performance for which we are not responsible, we shall be entitled to extend the delivery period by the duration of the disruption and for a reasonable period thereafter to reinstate work. If it is foreseeable that the inability to perform will be of a permanent nature, we are entitled to refuse the delivery completely or in part. In that case the customer is not entitled to any damage claims. He is no longer obliged to fulfil his contractually agreed counter performance and any advance payments will be returned.

4.4 We are entitled to make partial deliveries at any time, to the extent that the customer can be reasonably expected to accept this.

4.5 If delivery upon request is agreed, the respective requests must be placed within three months after conclusion of the contract, unless otherwise agreed in writing. If the customer does not request delivery within the specified time, clause 4.7 shall apply accordingly.

4.6 All sales are agreed under the term ex-works Lemgo (EXW Lemgo Incoterms® 2010). Shipment and transport are always at the Customer's risk. The risk shall be transferred to the customer, also in case of partial deliveries, when the goods are handed over to the person in charge of their transport or when the goods have left our warehouse for shipment, unless clause 4.7 below applies. At the risk and cost of the customer, we are prepared to take out transport insurance to insure the goods.

4.7 If the customer refuses acceptance of the goods or if shipment is delayed for reasons for which the customer is responsible, the risk shall be transferred to the customer at the time when his default in acceptance commences. We are entitled to charge either a lump sum of 0.5% of the invoice amount per month, but maximum 5 % of the total amount. The customer reserves the right to provide evidence of

lower damages; we reserve the right to provide evidence of higher damages, which can be demanded by offsetting amounts already invoiced as a lump sum. In addition, we are entitled to set the customer a final period of 14 days and to rescind the contract or claim damages for non-fulfilment if this period lapses without acceptance of the goods by the customer.

#### 4.8 Returns

- a. Customers of the Business Unit Komet Dental: Sterile products in unopened and undamaged packaging will be accepted back within 4 weeks of the date of the invoice. Customers of the Business Units Komet Medical and Komet Custom Made: The return of products in sterile and/or customized packaging is excluded.
- b. Applicable to customers of all Business Units: In the event that the customer returns non-sterile standard products to our premises later than 4 weeks after the date of the invoice, we shall charge a fee of 20% of the selling price to cover the costs for processing and quality control. Any non-sterile standard products returned later than 6 months after the date of the invoice will no longer be accepted. The return of products produced and/or packed according to customer specifications is excluded.

### 5. Prices, Payments

5.1 Our prices include standard packaging and do not include value added tax.

5.2 Any shipping expenses shall be borne by the customer, unless otherwise agreed in writing, at the freight rates, customs tariffs and any further duties applicable at the time of delivery.

5.3 The customer is only entitled to make any deductions from amounts due to us if the counterclaims are legally established as absolute or if we have acknowledged them in writing or if they are undisputed. The customer may only exercise this right of lien if his counterclaim arises from the same contract.

5.4 Unless otherwise agreed, payment of our invoices is due within thirty (30) days from the date of the invoice. After this period has lapsed, the customer is in default of payment. If the customer has given us a SEPA direct debit mandate or a combined mandate, a discount of 2% will be granted. In this case, we shall be authorised to collect the due amounts from the customer per direct debit within merely 8 days. The pre-notification has to be issued at least three (3) days before debiting the account. The purchaser ensures that the account is duly covered. Costs incurred by the debit transaction being dishonoured or reversed shall be borne by the customer, provided that the non-redemption or the reversal of the debit transaction was not caused by us.

5.5 If the customer is in default with any payments due, we shall charge from the second reminder a flat fee of € 1.50 for each reminder unless higher or lower damage is demonstrated.

5.6 We are entitled to draw up electronic invoices, i.e. we can send invoices per email in PDF or text format etc. The customer hereby agrees to this procedure.

5.7 All amounts payable to us become due immediately if the customer does not comply with his contractual obligations. In the event of default, bill protest or cessation of payments, we are entitled to demand immediate payment of all our claims, including claims of circulating bills of exchange, regardless of any previously agreed due dates. This shall also apply in the event that circumstances become known to us which in our opinion make the creditworthiness or the solvency of the customer doubtful, even if these circumstances have existed at the time the order was placed but were neither known to us nor should have been known to us at that time. Notwithstanding further rights, we shall be entitled in all above mentioned cases to effect outstanding deliveries against advance payment or security only, and, if no advance payment is made or security granted within a two week period, to withdraw from the contract without fixing any further time period for compliance. Our right to further claims remains unaffected.

## **6. Retention of Title**

6.1 All goods delivered shall remain our property ("goods subject to retention of title") until the customer has fully settled all outstanding payments and those arising after the conclusion of the contract from the purchase contract and the ongoing business relationship.

6.2 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The buyer must inform us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties have access to the goods belonging to us (e.g. seizures); in this case, the buyer shall inform third parties of our ownership.

6.3 The Buyer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business until revoked in accordance with 6.3 (c). In this case, the following provisions shall apply in addition.

(a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The Buyer hereby assigns to us as security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the Buyer stated under 6.2 shall also apply with regard to the assigned claims.

(c) The Buyer shall remain authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the Buyer fulfils his payment obligations to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with para. 3. If this is the case, however, we can demand that the buyer informs us of the assigned claims and their debtors,

provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the buyer's authorisation to resell and process the goods subject to retention of title.

6.4 The customer shall duly store the goods subject to retention of title and mark them as our property. On demand, we must be given permission to take stock of the goods and to mark them adequately at the storage location.

6.5 The customer is entitled to resell the goods subject to retention of title exclusively within the ordinary course of business according to his usual conditions, provided that he also ensures retention of title as stipulated above and that he is not in default of payment and if it is ensured that his claims arising from the resale pursuant to clauses 6.5 through 6.7 are transferred to us. As a precaution, the customer hereby fully assigns to us all claims resulting from the resale of the goods subject to retention of title, and we accept the assignment of the said claims. The customer is only authorised to assign claims to third parties with our prior written consent.

6.6 If the customer sells the goods subject to retention of title together with other goods not supplied by us, the claim resulting from such sale shall only be assigned to us up to the amount invoiced by us for the goods subject to retention of title at the time of delivery. For the resale of goods, for which we become co-owners pursuant to clause 6.2 or clause 6.3 the assignment of claims is valid up to the amount of the co-ownership share.

6.7 If the assigned claim is added to an unpaid invoice, the customer hereby assigns to us the part of the account balance that corresponds to the claim, including the final balance of the current account.

6.8 Until further notice, the customer shall be authorised to collect the claims resulting from the resales pursuant to clauses 6.5 through 6.6. This authorisation can, however, be revoked at any time if the customer fails to meet his payment obligations.

6.9 If the customer acts contrary to contract, especially if he is in default of payment, we shall be entitled to take back the goods subject to retention of title after setting an appropriate period of grace. Setting a deadline is not necessary if this is the case according to the law. Taking the goods subject to retention of title back or distraining them means that we withdraw from the contract. After taking the goods subject to retention of title back, we shall be entitled to use them. After the deduction of an appropriate sum for the exploitation costs, the proceeds shall be offset against the debts owed to us by the customer.

6.10 If the value of the securities due to us exceeds the claims by more than 10%, we are under an obligation to release securities of our choice at the request of the customer.

## **7. Warranty and Liability**

7.1 The Customer shall examine the goods immediately upon receipt at the place of destination, even if specimens or samples were delivered beforehand. The goods are to be thoroughly examined with

respect to their quality. If boxes, cartons or other containers are delivered, samples have to be taken at random. The goods shall be deemed to have been accepted without any defects, unless the Customer notifies us of any defect within ten (10) days after receipt of the goods at the place of destination or, in case of hidden defects, within ten (10) days after the defect was discovered. The notification must be made in writing and has to specify the defect.

7.2 Any damages to goods in transit have to be notified immediately to the forwarding agent and us; the notification obligations pursuant to the German General Conditions for Forwarders (Allgemeine Deutsche

Speditionsbedingungen) shall apply.

7.3 If a notification of defects is justified and submitted in due time, we shall either rework the defective products or replace them at our discretion.

7.4 If the rework or replacement of the goods does not remedy the defect, the customer may demand a reduction of the purchase price or withdraw from the contract. In the case of minor defects, the customer is not entitled to withdraw from the contract. The right of the customer to assert further claims for damages at the below detailed conditions shall remain unaffected.

7.5 The above detailed provisions constitute the final and complete warranty for our goods. For any further claims for damages arising from the delivery of defective goods, irrespective of their legal basis, we can only be held liable pursuant to clauses 7.6 and 7.8 below.

7.6 For any claims based on culpable conduct, irrespective of their legal basis, we can only be held liable for damages in case of a wilful act or gross negligence. We are not liable for slight negligence. These restrictions shall not apply to damages arising from the death or injuries to the body or health and for the breach of material contractual obligations (i.e. for obligations on the fulfilment of which the customer may regularly rely and the fulfilment of which is essential for the proper performance of the contract) and for claims under the Product Liability Act. In the event of a breach of material contractual obligations, however, our liability shall be limited to the foreseeable, typically occurring damage. This exclusion or restriction of liability shall apply equally to our statutory representatives, persons engaged in the performance of our contractual obligations and employees.

7.7 The customer is obliged to pursue all existing claims against our presuppliers before raising a claim against us. For this purpose, we are obliged to assign to the customer possible warranty claims and claims for compensation which we have against our presupplier. The customer is obliged to enforce his claims by legal means. If a claim against the presupplier fails or is futile from the outset (e.g. in the event of insolvency), the customer is entitled to file a lawsuit against us according to clauses 7.6 and 7.8.

7.8 Warranty claims fall under the statute of limitation one (1) year, unless we have fraudulently concealed a defect.

7.9 We shall not be liable for any agreements between the customer and his customers beyond the statutory warranty claims.

## **8. Applicable Law and Jurisdiction**

8.1 The relations between us and the customer are exclusively governed by the laws of the Federal Republic of Germany, to the exclusion of any foreign law. Neither the United Nations Convention on Contracts for the International Sale of Goods (CISG) nor any other existing or future interstate or international treaties, even if incorporated into German law, shall be applicable.

8.2 The place of jurisdiction and place of fulfilment is Lemgo.

## **9. Final Provisions**

9.1 Changes and additions to this contract, including this written form clause, must be made in writing in order to be effective. The same applies to ancillary and additional agreements.

9.2 Should any provision in these Terms and Conditions or in the context of other agreements be or become invalid in whole or in part, this shall not affect the validity of all other provisions or agreements. The same applies to any gaps in this contract.

Gebr. Brasseler GmbH & Co. KG · Trophagener Weg 25 · 32657 Lemgo · Deutschland · Stand: März 2025