

GENERAL SALES TERMS AND CONDITIONS

Except as otherwise agreed in writing between the Parties, these General Sales Terms and Conditions (hereinafter the "GSTC"), together with the special conditions provided in the order confirmation, govern all sales of products between Zhermack S.p.A. (hereinafter the "Seller") and any buyer (hereinafter referred to as the "Client"), and unless otherwise specifically agreed in writing, shall override any other potentially different clause included on templates or on other documents used by the Seller and/or by the Client (hereinafter jointly the "Parties").

1. DEFINITIONS

1.1 "GSTC" means these General Sales Terms and Conditions, which, if not expressly waived in writing and together with the special conditions of the order confirmation, govern all sales of Zhermack S.p.A., overriding any other different clause contained in the general or formal terms and conditions of the buyer.

1.2 "Product(s)" means all products marketed by Zhermack S.p.A. and listed in its price lists/offers in force at the time of the buyer's order with the technical specifications indicated therein.

1.3 "Order(s)" means the buyer's contractual offer submitted to Zhermack S.p.A. in verbal or written form, via e-mail, fax, website (www.zhermack.com), telephone, etc.

1.4 "Price(s)" means the monetary amount that the buyer shall pay to purchase the products.

1.5 "Buyer(s) or Client(s)" means the natural or legal person making the Order.

1.6 "Seller" means Zhermack S.p.A. or other companies controlled by Zhermack S.p.A.

1.7 "Order Confirmation" means the document issued by the Seller in the manner indicated below:

Via e-mail or fax, with the commitment to provide the Product described in the Purchase Order under the conditions laid down therein and in accordance with these GSTC.

1.8 "EX-A Customs Export Declaration" means proof that goods exited the EU customs territory and arrived at their destination in a non-EU country, in practice consisting of, in accordance with the provisions of Article 8 of Presidential Decree No. 633/1972, sending the Seller a copy of the customs declaration (EX1).

1.9 "CO-A Customs Document" means that goods exited the Italian territory and arrived at their destination in another EU country, in practice consisting of, in accordance with Implementing Regulation (EU) 2018/1912, a statement provided by the Client according to the description provided in paragraph 1.10 below.

1.10 "Client's Statement" means the statement made by the Client to the Seller on its letterhead communicating the following information:

- a. the Seller's identifier
- b. the Client's identifier (i.e., the buyer on the invoice);
- c. the sales invoice reference number;
- d. the date of the invoice;
- e. the date of the waybill or the international waybill (i.e., CMR or "*Convention des Marchandises par Route*");
- f. the dispatch date of the goods, the country of destination and the year of receipt of the goods themselves;
- g. the following statement by the EC contractor: "the goods listed on the abovementioned invoices were duly received at our outsourcer's premises, at our warehouse or at our stores (e.g., in Germany) in the month of (e.g., September 2019)".

2. ORDERS AND CONFIRMATION

2.1 Each Client order (hereinafter the "Order") to be sent to the Seller in writing is to be considered firm

and binding for the Client up to when it receives the relevant confirmation from the Seller, which, in any case, shall be no later than fifteen (15) days from its receipt. The Client Orders received by the Seller by e-mail, fax or via its Internet website (www.zhermack.com) shall be considered to have been sent in writing. The Products from the industrial division, including Orders sent to the following phone numbers +39 0425 597671 and/or +39 0425 597626 shall be considered to be binding for the Seller.

2.2. Orders are considered to have been accepted by the Seller when the Client receives the written order confirmation from the Seller (hereinafter the "Order Confirmation"), or from the moment when the Seller begins to fill the Order.

2.3 If the Order Confirmation contains changes to the Order, these changes shall be considered to have been tacitly accepted unless the Client expresses its disagreement in writing no later than three (3) business days from receipt of the Order Confirmation.

2.4 The delivery of a quantity of Products that is greater than or less than 5% with respect to the quantity ordered and accepted shall be regarded as complying with the Order.

2.5 Without prejudice to filling Orders after sending their Order Confirmations, the Seller may suspend and/or terminate, at any time and without notice, manufacturing the Products where market and/or production needs so require, without the Client raising any claims or complaints whatsoever.

2.6 The Seller is entitled to automatically terminate the contractual arrangements at any time by means of a simple written communication addressed to the Client in the event where the Client is admitted to any insolvency proceedings, such as, for example, bankruptcy, a composition with creditors procedure, or in the event of a substantial change in the Client's corporate structure.

2.7 The Parties are entitled to suspend the performance of their respective obligations in the event where exceptional and unforeseeable circumstances obstruct or make that performance excessively burdensome for the Parties, such as, for example, labour disputes, fires, wars (declared or not), general mobilisation, riots, requisitions, emergencies, embargoes, restrictions in the use of renewable energy, failed or delayed deliveries of sub-suppliers, etc.

3. PRICES

3.1 Except as otherwise agreed in writing between the Parties, the prices of the Products (hereinafter the "Prices") are those resulting from the Seller's price list/offers in force at the time of the Order Confirmation.

3.2 Prices do not include the Products' transport, shipping and packaging costs and any other expenditure not specifically included in the Order Confirmation.

3.3 Sending catalogues or price lists does not constitute a formal offer on the part of the Seller, which is entitled to change these at any time and without prior notice.

4. PAYMENT CONDITIONS

4.1 Payments must be made in the manner and on the due dates agreed by the Parties. In the absence of explicit or implicit agreements to the contrary, payment is due within 15 days from the invoice date. Regardless of what is agreed by the Parties concerning payment procedures, any payment is deemed to have been made to or paid to the Seller's registered office. Promissory notes are not accepted as forms of payment. The cost for issuing notes receivable with revenue stamps and the related bank charges are to be borne by the Buyer in all cases.

5. DEFAULT OR DELINQUENT PAYMENT

5.1 In the event of a full or partially delinquent payment, the Client is obliged to pay the sum due and invoiced to the Seller with interest. This interest rate will be equal to the three-month EURIBOR in force during the period of default plus 8 points or, if higher, the official rate of interest in force in the country of the Client at the time of the default increased by 10 percentage points.

5.2 The Seller, in the case where the Client is fully or partially delinquent with its payment, may suspend any pending deliveries, terminate the agreement and retain, as compensation up to the amount of the damage suffered, any sum collected in advance, without prejudice to the right to claim further damages.

5.3 The full or partially delinquent payment of even one single invoice by the Client, as well as any decrease in the amount of any securities provided, shall automatically determine the operation of the acceleration clause with reference to any sum payable to the Seller by the Client itself.

6. RETENTION OF TITLE

6.1 The Products shall remain the property of the Seller until full payment of the price by the Client and, in the case of payment made using cheques, until their full collection. Nevertheless, the Parties agree that all risks arising from loss or damage to the Products for any reasons whatsoever fall on the Client from the time of delivery.

6.2 The Client is obliged to support every possible expenditure needed to register the retention of title agreement, according to the law of the country in which the products are located.

6.3 The Client is entitled to resell the Products to third parties even before having completed the full payment of the Price. In this case, the Client is obliged to carry out at its own expense all acts and formalities necessary according to local law to make the retention of title agreement enforceable against third parties. The Seller will automatically stand in for the Client in protecting its rights against third parties and revenues from sales - until payment in full of the Price - will be received by the Client on behalf of the Seller, or directly by the latter.

6.4 The Client must notify the Seller within 24 hours of all enforcement or interim measures initiated by third parties on the Products that are subject to retention of title. The Client in this case is accountable to the Seller for any cost or damage suffered thereby because of those measures.

7. DELIVERY

7.1 The delivery of the Products is to be understood as Ex Works (Incoterms® 2020) Rovigo, Italy. The Client is obliged to appoint a shipper or a carrier within seven (7) days from the delivery date indicated by the Seller in the Order Confirmation. In the event that the Client does not appoint a shipper or a carrier within the abovementioned time limit or the shipper or the carrier appointed by the Client does not promptly dispatch the Products ready for delivery, the Client is obliged to pay the Seller, as compensation for storage in the warehouse, an amount equal to 5% of the price of the purchased Products indicated on the invoice calculated for each month or fraction of a month of storage.

7.2 The agreed date of delivery will automatically be suspended in the case of the Client's default or delinquent payment as provided for in Clause 5 or will be extended in the case where the Client requested changes in the supply that were accepted after the Order Confirmation

7.3 The Client shall promptly provide the Seller with an EX-A Customs Export Declaration and in any case no later than 90 days from the invoice date. In the case of failure to deliver an EX-A Customs Export Declaration within the terms and in the manner indicated in these GSTC, the Client undertakes to repay, for example, the VAT and penalties that the Seller will have to pay because of such failure.

7.4 The Client shall promptly provide the Seller with a CO-A Customs Document and in any case no later than the tenth day of the month after the invoice date.

The Client's Statement will then be stamped, dated and signed by the Client and returned to the Seller.

In addition to the above Client's Statement, in accordance with Regulation No. 1912/2018, the Client will deliver to the Seller two of the following documents:

- a. documents relating to the transport or shipment of goods, such as, for example, a document or an international waybill bearing its signature;
- b. a bill of lading;
- c. an airfreight invoice; or

- d. an invoice issued by the freight forwarder;
- e. shipment or transport insurance policy for the goods; or
- f. bank documents proving payment for the shipment or transport of the goods;
- g. official documents issued by a governmental authority, for example by a notary public, which confirm the arrival of the goods in the Member State of destination;
- h. a receipt issued by a consignee in the Member State of destination confirming the storage of the goods in that Member State.

In the case of failure to deliver a CO-A Customs Document within the terms and in the manner indicated in these GSTC, the Client undertakes to repay, for example, the VAT and penalties that the Seller will have to pay because of such failure.

8. WARRANTY

8.1 The Seller guarantees the Products' conformity with the Order Confirmation as well as the absence of defects in material or workmanship, provided that they are used under normal conditions. Unless otherwise specified in writing by the Seller, the warranty is valid for a period of twelve months from the date of delivery of the Products and may in no case be suspended or extended because of the lack of use of the Products, even if due to repairs under warranty.

8.2 The Client irrevocably waives any right to seek recourse against the Seller under Article 131, paragraph 1, of Legislative Decree No. 206 of 6 September 2005.

8.3 No other legal or contractual warranty shall be provided by the Seller to the Client.

8.4 Within a reasonable period and in any case no later than five (5) business days from delivery, the Client, under penalty of forfeiture of the warranty, must carefully examine each Product in order to verify that the supply corresponds to the quantity and quality of the Products indicated in the Order Confirmation, also verifying the existence of obvious defects.

8.5 Within the following 8 days, the Client is obliged to notify the Seller in writing, under penalty of forfeiture of the warranty, of the existence of defects or the quantitative or qualitative discrepancies found in the Products. Upon expiry of this period, the supply will be considered to have been accepted without reservations by the Client, with the subsequent waiver of the same to claim any obvious defect of the Product and any quantitative or qualitative discrepancies with the supply.

8.6 The presence of hidden defects that are not immediately evident on delivery must be communicated, under penalty of forfeiture, within 8 days of discovery, as provided in the case of obvious defects.

8.7 In the case of repeated deliveries of Products having the same characteristics, the Client waives the right to raise any claim arising from quality defects, if the same had been previously accepted without any complaint having been notified in writing.

8.8 In the case where the Seller undertook to provide Products based on a sample sent to the Client, the Seller undertakes to use the same materials used in the production of the sample with the exception of allowances made for the raw material's different colour, composition and other characteristics.

8.9 In the cases referred to in paragraphs 8.4 and 8.5, the Seller shall be entitled to examine, at its absolute discretion, the Products with the alleged defects.

8.10 Any dispute arising between the Parties in relation to the existence or extent of the defects or lack of conformity of the Products will be referred to the exclusive jurisdiction of an independent expert appointed by the President of the Chamber of Commerce of Rovigo. The decision of such expert shall be final and irrevocable. The expert's fees and the costs of the technical verification will be paid in advance by the party requesting the verification but will then be charged to the losing party at the outcome of the same.

8.11 In the case where the Client finds defects and reports these in a timely manner, the Seller, at its discretion and in compliance with its own technical standards, may repair or replace the Product or the defective parts of the same free of charge or, alternatively, refund the Client for the price paid for the

defective Product, without any further liability. The Client may not use the defective Products for any purpose.

8.12 The Client may claim no other form of action under the warranty and/or compensation. Any direct, indirect, incidental or consequential damages which may arise from defects and/or non-conformity of the Products is expressly excluded. Therefore, the Client shall expressly waive claiming, within the limits allowed by law, such damages.

8.13 The warranty referred to in this Clause 8 only covers defects found in the materials or workmanship in conditions of normal use of the Product. In no case can the warranty be extended to defects caused by insufficient maintenance or storage, misuse or, in whatever way, out of keeping with the relevant instructions, from normal wear and/or from repairs or actions carried out by third parties without the written authorisation of the Seller.

9. PRODUCT TRACEABILITY

9.1 In accordance with Annex VII, Article 4, of Council Directive 93/42/EEC and Regulation (EU) 2017/745 as amended concerning medical devices, the Client undertakes to apply a method to trace the Products listed and to notify the Seller of any malfunction/deterioration in the characteristics and/or performance of the purchased Products, as well as any inadequacy in their instructions which might lead to or might have led to the death of a patient or user or to a serious deterioration in their state of health.

9.2 The Client undertakes to keep documents for at least 5 years.

9.3 The package of multi-components (Kit) must remain intact up to their use in the clinical trial.

10. CRIME PREVENTION UNDER LEGISLATIVE DECREE No. 231/01 AND THE ETHICS CLAUSE

10.1 The Client represents to have read the Organisation, Management and Control Model adopted by the Seller under Legislative Decree No. 231/01 on the liabilities of companies for criminal offences (the "Model") and its Code of Ethics, whose rules are binding on the Parties and which constitutes an integral part of these GSTC.

10.2 An extract of the Model and the Code of Ethics are available on the Internet website www.zhermack.com. At the request of the Client, the Seller will provide the full version of the Model.

10.3 The breach on the part of the Client of one of the provisions contained in Legislative Decree No. 231/01, in the Model or in the Code of Ethics will constitute a serious breach under Article 1456 of the Italian Civil Code and will give the Seller the right to terminate the agreement by written communication, without prejudice to the potential compensation for damages.

11. GOVERNING LAW AND JURISDICTION

11.1 The sales covered in these GSTC is governed by Italian law, with the express exclusion of the application of the Vienna Convention on Contracts for the International Sale of Goods (except as provided for in Articles 8 and 11 of the Convention, which shall prevail over any other conflicting provision of Italian law).

11.2 Any dispute arising between the Parties in relation to the GSTC and the sales regulated by the same is the exclusive jurisdiction of the Court of Rovigo (Italy).

12. FINAL PROVISIONS

12.1 The fact that the Parties do not at any time exercise their rights granted by one or more clauses of these GSTC or of the sales agreements governed thereby cannot be understood as a waiver of any such rights, nor can this fact prevent the Parties from insisting on their compliance.

The following provision shall apply only to sales of Products to Clients with headquarters in Italy:

In accordance with the provisions contained in Articles 1341 and 1342 of the Italian Civil Code, the Client expressly approves the provisions contained in the following paragraphs of these GSTC: 2.1 (Waiver of the right to cancel orders); 2.3 (Acceptance of orders); 2.4 (Tacit acceptance of changes); 2.5 (Delivery allowances); 2.6 (Suspension and termination of production); 4.2 (Place and payment conditions); 5.1 (Rights of the Seller in the event of delinquent payment); 5.2 - 5.3 (Acceleration clause for payments due); 6 (Retention of title); 7.1 (Storage costs); 7.2 (Extension of the delivery date); 8 (Warranty); 8.7 (Repeated deliveries with qualitative defects); 8.10 (Warranty and appointment of an independent expert); 8.11 (Acknowledgement of defective product); 8.12 (Exclusion of liability for any direct, indirect, incidental or consequential damages); 11.1 (Governing law); 11.2 (Jurisdiction).

Statement in accordance with (EU) Regulation 2016/679

Pursuant to (EU) Regulation 2016/679 (“General Data Protection Regulation” or GDPR), we would like to inform you that, during the regular fulfilment of pre-contractual and contractual relationships and in compliance with the GDPR provisions and the national legislation on the protection of personal data, ZHERMACK S.p.A. (hereinafter referred to as “Zhermack”), in its quality of Data Controller, collects and processes personal data concerning you.

Zhermack is part of Dentsply Sirona Group.

Pursuant to articles 12 and following of the GDPR, we hereby inform you about your personal data and your rights.

1. Data Controller and related contact details

The Data Controller is ZHERMACK S.p.A., having registered office in Badia Polesine (Rovigo) at via Bovazecchino no. 100. The person to be contacted for the exercise of rights referred to in article 15 and following of the GDPR is the Legal Specialist, namely Ms Elena Mora, having address for service at the Company’s headquarters, who can also be contacted in order to have a full and updated list of data controllers.

2. Data Protection Officer

Zhermack’s Data Protection Officer is the Data Protection Officer of Dentsply Sirona Group (hereinafter referred to as “Group DPO”), to whom inquiries or requests for information may be addressed, where appropriate, by writing to EUprivacyoffice@dentsplysirona.com or calling at (717) 845-7511.

3. Source and nature of personal data

Processed data are collected from you and are the following: identification and tax data, bank details, economic and organisational information.

For the fulfilment of specific contractual obligations or for the other purposes better specified below, our Company may also process special categories of personal data (concerning health conditions).

4. Purposes and methods of processing

The Company processes the above-mentioned data for the following purposes:

- I. Fulfilment of pre-contractual (including information about products requested by you, including by means of the newsletter) and eventually contractual relationships (e.g. sales management, transport of products, etc.) and fulfilment of any legal obligations;
- II. Subject to your consent, sending (including via newsletter) commercial and promotional information as well as information concerning Zhermack's direct sales and market researches (hereinafter referred to as "marketing activities"). The processing of data for marketing purposes shall be carried out by means of traditional tools (paper mail) and by means of distance communication tools, such as telephone, including without operator, e-mail, mms, sms, whatsapp, app, etc.;
- III. Subject to your consent, personal data are processed using fully automated means ("Profiling"), with electronic tools, with the aim of improving the marketing activities of Zhermack. The failure to consent to the processing of this personal data for profiling activities will make it impossible for marketing offers to be improved with the aim of tailoring them to your interests.

5. Mandatory or optional nature of data provision; consequences of a possible denial.

Providing personal data is always optional. Nonetheless, for purposes connected with legal and contractual obligations, a failure to provide data would make it impossible to fulfil the contractual relationship, in compliance with law.

A failure to provide personal data for the purposes indicated in paragraph 4, item II and III, would entail the only consequence that the activities for which they are collected may not be carried out.

6. Categories of recipients of personal data

In fulfilling legal obligations or, however, for the fulfilment of contractual obligations, the Company finds it necessary to disclose personal data concerning you to third parties.

More specifically, your personal data may be disclosed to tax offices and to consultants for any assistance in controversies.

The afore-mentioned disclosure is carried out in compliance with legal obligations or regulations or to invoke or defend a right in legal proceedings.

Moreover, for the fulfilment of its contractual obligations, the Company needs to disclose your personal data to banks.

The data may be disclosed to companies which carry out services on behalf of the Company and process data in their quality of Zhermack's DPOs.

The full list of recipients may be obtained by writing to privacy@zhermack.com.

7. Data disclosure to companies of Dentsply Sirona Group and transfers outside EU.

In order to fulfil contractual obligations, the data may be disclosed to some Companies of the Group, whose list may be obtained by writing to the above-mentioned e-mail address. The full list of the Group Companies may be obtained by writing to privacy@zhermack.com.

Any transfers of personal data outside EU, to countries where there is not an adequate data protection level, shall be carried out in compliance with an intra-group agreement regulating the transfer of data among the Dentsply Sirona Group Companies, according to which the standard terms of contract, approved by the European Commission, regulating the transfer of data from a data controller to another and from data controllers to data protection officers, are to be adopted. In order to obtain the copy of such possible data or to know the place where they are made available, write to privacy@zhermack.com.

8. Period of storage

Data are stored for no longer than needed to fulfil the obligations or to pursue the purposes mentioned

herein. Once the contractual and tax documentation needs are over, data are cancelled. With regular checks, the strict relevance, non-excess and need of data, in relation to the purposes of processing, is verified. Data appearing to be exceeding, not relevant or not necessary may not be used, except for the possible storage of the deed or document containing them, as per law.

Therefore, as a general rule, data are stored for the period of time strictly necessary to the collection purposes. More specifically:

- As regards contractual purposes, the period of time is the one necessary for the purposes of the contractual and tax documentation;
- for the processing of data for marketing purposes and for profiling purposes, the storage time limit is 24 months from the collection of the data or from the last activity of the data subject.

9. Complaint before the Supervisory Authority or the Judicial Authority

To exercise your rights, you are entitled to lodge a complaint with the Data Protection Authority, Piazza Monte Citorio no. 121, 00186 Rome, or to bring an action before the judicial authority.

10. Data subject's rights provided for by art. 15-22 of the GDPR.

The GDPR grants you the right of access to and rectification or erasure of personal data, to obtain the restriction of processing or to object to it and the right to portability.

The right to access to data may be exercised at reasonable intervals, in order to be duly aware of, and verify, the lawfulness of the processing.

The right to erasure concerns personal data processed in infringement of law or in the other events referred to in article 17 of the GDPR.

You shall have the right to obtain from the controller restriction of processing where one of the following applies: the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data; the processing is unlawful and you oppose the erasure of the personal data and requests the restriction of their use instead; you require data for the establishment, exercise or defence of legal claims, even if the controller no longer needs them for the purposes of the processing; you have objected to processing pending the verification whether the legitimate grounds of the controller override yours. Where processing has been restricted, personal data shall only be processed with your consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State. Whatever the case, you shall be informed by the Controller before the restriction of processing is lifted.

You shall have the right to object, on grounds relating to your particular situation, to the processing of personal data necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller, or to pursue the legitimate interest of the controller. The controller shall no longer process the personal data unless the controller demonstrates compelling legitimate grounds for the processing which override your interests. Where personal data are processed for direct marketing purposes, you shall have the right to object at any time to processing of personal data concerning you for such marketing, which includes profiling. The right to object to processing for marketing purposes, carried out by automated means also covers traditional means, without prejudice to the possibility for you to exercise such right in whole or in part, by objecting, for example, to the dispatch of promotional messages by means of automated tools.

You shall have the right to data portability (the right to receive provided personal data and possibly transmit them from one controller to another) in the events admitted by the GDPR (article 20).

You shall have the right not to be subject to decisions based solely on automated processing, including profiling. Such type of processing may exceptionally be carried out if authorised by the European Union law or the law of the Member State by which the Controller is regulated, or if authorised by you or if necessary for contractual purposes. In the last two events, however, you shall have the right to obtain human intervention

by the Controller, to express your point of view and to challenge the decision. With your consent and with suitable measures to safeguard your rights and freedoms and legitimate interests, this type of processing may also concern special personal data.

If the lawfulness of processing is based on consent, you shall have the right to withdraw your consent at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

To exercise the rights above, you may contact the above-mentioned individual.

CONSENT

having read the statement in accordance with (EU) Regulation 2016/679

give my consent do not give my consent

to the processing of my personal data, in order to send, including via newsletter, commercial and promotional activities, direct sales information, market searches on Zhermack's products, services and events by means of traditional contact tools (paper mail) and by means of distance communication techniques (telephone, including without operator, e-mail, sms, mms, whatsapp, app, etc.). The consent given for marketing purposes by electronic means also covers traditional contact means.

give my consent do not give my consent

to the processing of my data using fully-automated tools, with the aim of improving the marketing initiatives of Zhermack. The failure to provide consent to these activities will make it impossible to improve the marketing offers with the aim of tailoring them to my interests.

Company name: _____

Address: _____

Legal representative's name: _____

Legal representative signature