

General Sales Conditions

Save as otherwise agreed in writing between the Parties, the present General Sales Conditions (hereinafter called the "GSC"), together with the special conditions indicated in the order confirmation, regulate all sales of products between Zhermack S.p.A. (hereinafter called the "Seller") and any buyer (hereinafter referred to as the "Client") and, save any different specific agreement, in terms of exceptions, in written form, they will prevail over any other different clause inserted in forms or in any other documents used by the Seller and/or the Client (hereinafter jointly referred to as the "Parties").

1. DEFINITIONS

- 1.1 "GSC" means the General Sales Conditions that, unless they have been expressly derogated from in writing, together with the special conditions of the order confirmation will regulate all sales by Zhermack S.p.a., prevailing over any other different clause contained in the general or formal conditions of the buyer.
- 1.2 "Product/s" means all products sold by Zhermack S.p.a. and listed in its sales catalogue, at the time of the buyer's order, with the technical specifications therein indicated.
- 1.3 "Order/s" means the buyer's contractual proposal presented to Zhermack S.p.a. either orally or in writing, by email, fax, telephone, though its internet site (www.zhermack.com), etc.
- 1.4 "Price/s" means the money owed by the buyer due to the purchase of products.
- 1.5 "Buyer/s or Client/s" means the individual, legal or natural person, that has made the order.
- 1.6 "Seller" means Zhermack S.p.a. or another company controlled by Zhermack S.p.a.
- 1.7 "Order Confirmation" means the document issued by the Seller in the terms and conditions hereinafter indicated: by email or fax, with the agreement to supply the Product described in the Order placed by the buyer in accordance with the conditions therein established and in conformity with the present GSC.

2. ORDERS AND CONFIRMATION

- 2.1 Every Client's order (hereinafter called the "Order"), to be sent to the Seller in writing, will be considered firm and binding on the Client until receipt of the relative confirmation by the Seller and, in any case, no later than 15 days from receipt. Written Orders sent by the Client will be considered received by the Seller by e-mail, fax or through its internet site (www.zhermack.com). For the Products of the industrial division, also telephone orders made to the number 0039 0425 597671/597626 are considered binding on the Seller.
- 2.2 Orders will be considered accepted by the Seller upon receipt by the Client of the written order confirmation issued by the Seller (hereinafter called the "Order Confirmation"), or when the Seller begins to perform the Order.
- 2.3 If the Order Confirmation contains modifications compared with the Order, the modifications will be considered tacitly accepted following three working days from receipt of the Order Confirmation without the Client expressing his disapproval in writing.
- 2.4 The delivery of a quantity of Products that exceeds or is less than 5% compared with the quantity ordered and accepted is to be considered compliant with the Order.
- 2.5 Without prejudice to orders following the Order Confirmation, the Seller may suspend and/or cease the production of Products at any time and without any notice if market and/or production requirements may so demand, without the Client having any right to make any kind of claim or demand.

2.6 The Seller is legitimate to terminate the contract at any time, by written notice to the Client, if the Client is subject to insolvency proceedings, collective creditor action etc., or in case of substantial change of the shareholders of the Client.

2.7 The Parties will be able to suspend the performance of their contractual obligations when such performance is rendered impossible or unreasonably onerous by an unforeseen circumstance independent of their willingness to perform, eg. trade dispute, fires, wars, civil disturbance, insurrection, restrictions, embargoes, restrictions in the use of source of energy, failed or delayed delivery of subcontractor, etc...

3. PRICES

3.1 Save any other agreements made in writing between the Parties, the prices of the Products (hereinafter called the "Prices") are the ones indicated in the Seller's price list applicable when the Order Confirmation is issued.

3.2 Prices do not include transport, dispatch or packaging costs of the Products and any other cost not specifically indicated in the Order Confirmation.

3.3 The despatch of the catalogues and price lists doesn't constitute a formal offer by the Seller, that remains free to modify them at any time and without prior notification.

4. PAYMENT CONDITIONS

4.1 Payments must be made in the ways and within the deadlines agreed between the Parties. In the absence of an express or implied agreement to the contrary, the payment is due within 15 days from the invoice date. Regardless of any agreements made between the Parties with reference to payment methods, any payment will be considered made or due in the Seller's offices. The emission of bills will not be considered as valid payment. All costs related to stamping of bills and relative back charges will be borne by the Buyer.

5. NON PAYMENT OR DELAYED PAYMENT

5.1 In the case of a totally or partially delayed payment, the Client will be obliged to pay the Seller interest on the amount due and invoiced. This interest rate will be equivalent to the three month EURIBOR rate applicable during the period of interest on arrears increased by 8 points or, if higher, at the official interest rate applicable in the country of the Client at the time of non-payment, increased by 10 percent.

5.2 If the Client delays a payment totally or partially, the Seller may suspend any pending delivery, rescind the relative contract and withhold any amount paid in advance as compensation, of the suffered damage, without compromising the right to claim for further damages. 5.3 Total or partial non-payment of even just one invoice by the Client, as well as the reduction of any possible guarantees provided, will automatically result in the loss of the benefit of the term with reference to any amount due to the Seller by the Client himself.

6. PROPERTY RESERVE

6.1 The Products will remain the property of the Seller until total payment of the Price by the Client and, in the case of payment by cheques, until their successful conclusion. Nevertheless, the Parties agree that all risks deriving from the loss or from damages to the Products for any reason whatsoever will fall back on the Client from despatch.

6.2 The Client is obliged to sustain any possible cost necessary for registration of the reserved dominion pact, according to the law of the country in which the Products are located.

6.3 The Client has the right to resell the Products to third parties even prior to having made total payment of the Price. In this case, the Client is obliged to fulfill, at his own expense, all of the acts and formalities required according to local law in order to make the reserved dominion pact opposable to third parties. The Seller will automatically be substituted with regards to the Clients rights towards third parties and the profit deriving from sales, until total payment of the price, will be received by the Client on behalf of the Seller or directly by the latter.

6.4 The Client is obliged to inform the Seller within 24 hours of any executive or precautionary act performed by third parties to the Products subject to property reserve. In this case the Client will still be responsible with regards to the Seller for all costs or damages borne by the Seller due to such acts.

7. DELIVERY

7.1 Delivery of the Products is to be considered Ex Works, (Incoterms® 2010) Rovigo, Italy. The Client undertakes to nominate a forwarding agent or a carrier within 7 days from communication by the Seller to the Client that the Products are ready for dispatch according to the expected dispatch date indicated by the Seller in the order confirmation. If the Client does not nominate a forwarding agent or a carrier within this period of time or the forwarding agent or carrier nominated by the Client does not promptly collect the Goods ready for delivery, the Client will be obliged to pay the Seller, as indemnity for storage in the warehouse, an amount of 5% of the price of the Products purchased indicated in the invoice and calculated for every month or fraction of month of storage.

7.2 The delivery term agreed will be automatically suspended in the case of non-payment or delayed payment by the Client as indicated in sub art. 5, or extended if the Client requests modifications to the supply, subsequently accepted in the Order Confirmation.

8. WARRANTY

8.1 The Seller guarantees compliancy with the Order Confirmation as well as the absence of faults in the materials or production of the Products, as long as they are used in normal conditions of use. Save any different specifications made in writing by the Seller, the warranty will cover a 12 months period from the date of delivery of the Products and will not, in any case whatsoever, be suspended or extended due to lack of use of the Products, even if due to repair intervention covered by the warranty.

8.2 The Client will irrevocably waive any right to regression with regards to the Seller in accordance with article 131, paragraph 1 of the Legislative Decree n. 206 of 6th September 2005.

8.3 No other legal or conventional warranty will be provided by the Seller to the Client.

8.4 Within a reasonable period of time and, in any case, no later than 5 working days from delivery, otherwise the warranty will no longer be valid, the Client must carefully examine each Product in order to establish compliancy of the supply with the quantities and quality of the Products indicated in the Order Confirmation, and also checking the existence of any clear faults.

8.5 Within the following 8 days the Client is obliged to inform the Seller in writing, otherwise the warranty will no longer be valid, of the existence of faults or deformities in terms of the quantity or quality of the Products. After this period of time, the supply will be accepted without reserves by the Client, with the consequent waiver of the same to objecting to any clear fault of the Product as well as any fault in terms of quality or quantity to the supply.

8.6 The presence of hidden faults that cannot be noticed upon delivery should be communicated, otherwise the warranty will no longer be valid, within 8 days from their discovery as indicated for visible faults.

8.7 In the case of repeated supplies of Products with the same characteristics, the Client waives the right to any claim deriving from quality faults, if the same faults have been previously accepted without any objection having been made in writing.

8.8 If the Seller is involved in supplying the Products compliant with the sample sent to the Client, the Seller undertakes to use the same materials used in production of the sample, except for the tolerances due to changes in color, the composition and other characteristics of the raw material.

8.9 In the event of sub 8.4 and 8.5, the Seller will have the right to examine the faulty Products at his own discretion.

8.10 Each controversy that may arise between the Parties in terms of the existence or the entity of defects or the lack of compliancy of the Products, will be referred to the exclusive competence of an independent expert nominated by the President of the Chamber of Commerce of Rovigo. The decision of this expert will be considered final and unappealable. The experts fees and costs related to technical controls will be paid in advance by the party requesting such control but they will be subsequently borne by the losing party following the results of the control.

8.11 In the case of recognition or a valid and rapid report of the defects by the Client, the Seller, at his own discretion and in compliance with its technical standards, may organize free repairs or replacement of the Product or of the fault parts of the same or, alternatively, reimburse the Client with the price paid for the faulty Product, without any further responsibilities. Defective products are not to be used by the Client for any purpose.

8.12 No other form of intervention covered by the warranty and/or compensation may be requested by the Client, with specific exclusion of any responsibility in terms of direct, indirect, accidental or consequential damages that may derive from faulty and/or non-compliant Products. The Client should specifically waive such compensation, within legal limits.

8.13 The warranty as indicated in article 8 will only cover material or production faults noticed during normal conditions of use of the Product. In no case whatsoever will the warranty be extended to defects caused by insufficient maintenance or storage, incorrect use or any use different from the relative instructions, normal wear and tear and/or repairs or intervention carried out by third parties without the written agreement of the Seller.

9. PRODUCT TRACEABILITY

9.1 In agreement with Annex VII of Art. 4 of the Directive 93/42/EEC and subsequent amendments and incorporations regarding medical equipment, the Client will commit to using a method of traceability of the listed products and to informing the Seller about any malfunction/deterioration of the features and/or performances, as well as anything that may be missing from the instructions, that could cause or has caused death or a serious deterioration in the patient's health or in the user of the purchased products.

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

9.3 The packaging of the multi-components (Kit) must remain whole until reaching the Dentist's practice or laboratory.

10. CRIME PREVENTION EX D. Lgs 231/01 AND ETHICS CLAUSE

10.1 The Client declares to have read the organization, management and control model assumed by the Seller pursuant to Legislative Decree n. 231/01 concerning the responsibility of the entities for dependent facts and of the relative Code of Ethics, whose regulations are binding on the parties and wholly and substantially constitute part of the present GSC.

10.2 An extract of the Model and the Code of Ethics are available on the web site www.zhermack.com. On request by the Client, the Seller will provide the whole version of the Model.

10.3 The breach by the Client of one of the provisions contained in the Legislative Decree n. 231/01, in the Model or in the Code of Ethics will constitute a serious breach under and for the effects of art. 1456 of the Italian Civil Code and will give the Seller the right to rescind the contract through written communication, except, in any case the possible compensation of damages.

11. APPLICABLE LAW AND PLACE OF JURISDICTION

11.1 The sales indicated in these GSC are regulated by Italian law, with specific exclusion of the application of the Vienna Convention on International Sales Contracts of Goods (except for the specifications made in articles 8 and 11 of the Convention, that will prevail over any other prediction of Italian law).

11.2 For any controversy that may arise between the Parties with regards to the GSC and their sale regulated by the same, the Court of Rovigo (Italy) will be considered competent.

12. FINAL CLAUSES

12.1 The circumstance that the Parties do not assert their rights recognized by one or more clauses of the present GSC or of the sales contracts regulated by them, cannot be considered as a waiver of such rights and it cannot prevent them from requesting compliancy.

The following regulation is solely applied to the sale of Products to clients based in Italy:

In accordance with the contents of articles 1341 and 1342 of the Italian Civil Code, the Client declares that he specifically approves the regulations contained in the following paragraphs: 2.1 (Waiver to the right to cancel orders); 2.3 (Acceptance of Orders); 2.4 (Tacit acceptance of modifications); 2.5 (Delivery tolerance); 2.6 (Suspension and discontinuance of production); 4.2 (Place and conditions of payment); 5.1 (Seller's Rights in the case of delayed payment); 5.2 (Acceleration of payments due); 6 (Property Reserve); 7.1 (Warehouse costs); 7.2 (Extension to the delivery terms); 8 (Warranty and nomination of an independent expert); 11.1 (Applicable law); 11.2 (Place of jurisdiction), of the present GSC.

HANDLING OF PERSONAL DATA

Subject: Information to data subjects pursuant to art. 13 Lgs. D. no. 196/03 (“Code of Privacy”).

During normal execution of contractual relationships and in respect of the provisions of the Code of Privacy, ZHERMACK S.p.A., with head office at no. 100 Via Bovazecchino, Badia Polesine (Rovigo), the data controller, collects and processes your personal data. Personal data is classified as all information relating to natural persons, corporate and non-corporate bodies, institutions and organisations which may be directly or indirectly identified.

The data is processed for the purposes of:

- a) fulfilling contractual obligations;
- b) accounting and administrative requirements resulting from the obligations cited in point a);
- c) storage of personal data strictly associated with and necessary for fulfilment of the obligations and requirements referred to in points a) and b);
- d) management of litigation (breach of contract, injunctions, transactions, debt recovery, arbitration, legal controversies);
- e) in respect of art. 130 of the Code of Privacy and the Data Protection Authority provisions of 19 June 2008, dispatch of information and promotional material, including through electronic networks (e-mail); the data subject may freely and at any moment object to processing of the data for this purpose by e-mail to: barbara.baruzzo@zhermack.com or by fax to: 0425597689;
- f) anonymous aggregate elaboration of studies, market research and statistics.

Your personal data are collected principally from you and are processed by the company personnel specifically responsible for data processing, customer relations and marketing (and possibly also by external data processors) using manual, magnetic and electronic means. The data is processed exclusively according to a logic, and using forms of data organisation strictly associated with, the obligations, tasks and purposes of said processing. The processing procedures guarantee the confidentiality and security of the data.

Provision of common personal data is strictly required for performance of the above activities. Refusal by the data subject to provide personal data makes it impossible to perform the activities for which the data processing is required.

In fulfillment of legal or contractual obligations, the Company may communicate some of your personal data to third parties. In particular:

- your personal data may be communicated to tax offices and consultants for possible assistance in legal disputes; said communications represent the fulfillment of legal obligations or regulations, namely to uphold or defend a right before the law;
- to improve performance of its contractual obligations, the Company needs to communicate your data to banks and banking institutions;
- for the purposes of the necessary coordination, our Company, as part of a multinational group, may communicate personal data relating to your performance of business activities to other companies in our group. Transfer of data outside the European Union where some of the Group's companies are based will take place in respect of art. 43 of the Code of Privacy.

The data may be communicated to subjects performing activities closely associated with Zhermack's promotional campaigns (where not designated as data processors), the identity of which may always be ascertained on request to the data processor indicated below.

The subjects indicated above, to whom your personal data will or may be communicated, will process your personal data as data controllers pursuant to article 28 of the Code of Privacy completely independently as they are not party to the original processing performed by our Company. A detailed and constantly updated list of these data processors, with an indication of the respective head offices, is available at all times from the Data Processor at the address below. The data are not disseminated.

Art. 7 of the Code of Privacy gives data subjects specific rights. In particular, data subjects may obtain from the data controller confirmation of the existence or otherwise of their personal data and have such data made available to them in intelligible form. Data subjects may also ask for information on the origin of said data and the logic and purpose of the data processing; for the cancellation, transformation in anonymous form or block of data processed in violation of the law; and for the data to be corrected and, if in the data subject's interest, integrated. They may also, for legitimate reasons, oppose processing of the data. To assert these rights, data subjects may contact the data processor at the address below.

The data processor for personal data on customers is the Customer Accounts Office Manager who may be contacted to obtain an updated list of the other data processors.

For further information, please do not hesitate to contact us. Best regards.

ZHERMACK S.p.A.



Paolo Ambrosini

General Manager

Consent art. 23 Code of Privacy.

Having read the Information for Data Subjects pursuant to art. 23 of the Code of Privacy

I consent

I do not consent

to communication of my personal data to subjects performing activities closely associated with Zhermack's promotional campaigns (where not designated as data processors), the identity of which may always be ascertained on request to the data processor indicated below. In the absence of consent, the services requiring said activities cannot be provided.

Date _____

Company name _____

Name and title of person signing _____

Stamp and signature _____