

## INTERNATIONAL GENERAL SALE CONDITIONS (article 8.2)

### 1. Definitions

For the purpose of this Contract, the following expressions shall bear the respective meaning set forth below:

- a) SELLER: means "Dental Art spa";
- b) PURCHASER/BUYER: means "natural or legal person who purchases the Seller's goods in business activities;
- c) GOODS OR PRODUCTS: means the products produced by the Seller or by any authorized supplier, including components produced by third parties and purchased and resold by the Seller.
- d) GENERAL SALES CONDITIONS AND/OR CONTRACT: means the present contract;
- e) PARTY/PARTIES: means "Seller and/or Purchaser".

### 2. Content and formation of the contract

2.1 The present General Sales Conditions regulate the relationship between the Parties, replace any previous agreement or document signed and apply to all the purchases which will take place between the Parties even if not expressly referred to in subsequent reports, and prevail on the "general conditions of purchase" of the Purchaser until there is a modification of the Seller's General Sales Conditions agreed in writing between the Seller and the Purchaser. The general purchase conditions inserted on orders and/or other documents sent by the Purchaser and/or made known by the Purchaser shall not be in any case applicable to the contractual relationship between the Seller and Purchaser and/or any supply of Products.

2.2 Every modification of the present General Sales conditions shall be expressly confirmed in writing by the Seller.

2.3 Any particular sales terms and/or conditions shall be applicable to the present General Sales Conditions only if included in the Seller's order confirmation.

2.4 The present General Sales Conditions shall be an integral and substantial part of the sales contract of the Goods.

2.5 The Contract shall be deemed formed when a) the Purchaser signs the order Confirmation and sends it back to the Seller; or b) if the Purchaser does not return the order confirmation within seven days after receiving it .

2.6 The orders are binding only if they are accepted or confirmed by the Seller with the order Confirmation signed by the Purchaser, or seven (7) days after the order Confirmation has been received by the Purchaser, as indicated in art. 2.5.

2.7 Without prejudice to its own rights, the Seller reserves the right to refuse incomplete order or to block deliveries if the Purchaser does not carry out its obligations

2.8 If the Purchaser modifies, suspends or cancels the order, the Seller has the right to terminate the Contract and to ask for the compensation of damages or to increase the agreed price. If the order is cancelled, the paid deposit shall not be returned.

2.9. The Seller reserves the right to modify the Goods indicated in the related offer and/or order confirmation, when such modifications: a) are necessary and/or convenient compared with the technical and/or production requirements; b) don't reduce and/or modify the performance and/or qualitative characteristics of the Goods; c) are mandatory under the applicable law. Any modification indicated above shall be communicated in writing to the Purchaser.

### 3. Place and delivery terms

3.1 The delivery of Goods shall be ruled by Incoterms<sup>®</sup> 2020. The Seller shall insert the Incoterms clause agreed for each delivery of the Goods in the offer or in the order confirmation.

3.2 The delivery terms of the Products agreed between the Parties shall not be in any case deemed "essential terms".

3.3 In case of delay in the delivery of the Goods due to an accident, force majeure or other events not attributable to fraud or gross negligence on the part of the Seller, the Purchaser shall not have the right to any compensation for damages nor to ask for the termination of the Contract and/or reduction of price.

3.4 In case of delay of the withdrawal of Goods with respect to the agreed date, for any reason including the delay of the sending of the letter of credit, if agreed between the Parties as a payment method, the Seller shall bear all the expenses related to the deposit of the Goods, by paying the amount of 0,5 % of the price of the purchased Goods for each week of delay. In any case, the risk of loss and/or damages and/or theft of the Goods shall be borne by the Seller starting on the initially agreed delivery date.

3.5 In case the Incoterms clause agreed between the Parties, provides for the main transport risk to be borne by the Seller, when the Purchaser receives the visibly damaged Goods, it undertakes to communicate the "reserve" to the forwarder and to the Seller. The Purchase undertakes to communicate to the Seller, in any case within 2 days of the receiving of the Goods, any damages of the Goods in order to be activate the insurance provided for by the law in the transport contracts or the insurance of 110% of the value of the price of the Goods when there are CIF and CIP clauses.

### 4. Price and payment conditions

4.1 The price of the Goods is indicated in the "Price List" in force at the time of the order made by the Purchaser. A discount on the price of the Goods, indicated in the offer and/or order confirmation, shall be applied to the price list. The Seller shall have the right to modify the price list at any time. The applied price to the Purchaser shall be indicated

in the offer and/or order confirmation sent by the Seller to the Purchaser.

4.2 The price of the Goods does not include any accessories of the Goods not agreed on in the Offer and/or Order Confirmation.

4.3 The price of the Goods shall pay according to the conditions and deadlines indicated in the offer and/or in the order confirmation of the Seller, or otherwise agreed between the Parties in writing.

4.4. If the Parties have agreed on the payment through a letter of credit in the order confirmation, the Purchaser undertakes to send the letter of credit issued by its own bank to the Seller within twenty-one (21) days from the agreed delivery date of the Goods.

4.5. Any delay or failure by the Purchaser to take delivery of Goods shall not entail prolongation and/or deferral of the payment terms. In case of delay in payment with respect to the agreed delivery date, the Purchaser shall pay to the Seller interest as indicated in the Decree of Law 231/2002 and subsequent amendments.

4.6 The Seller may have the right to suspend the delivery of the Goods when: (a) the asset and/or financial conditions of the Purchaser put the relative payment at risk; (b) the Purchaser does not punctually pay the Goods supplied by the Seller even for any other contractual relationships, until the full payment of the owed sums and/or to the provision of effective guarantees for the ongoing deliveries, without prejudice to the right of compensation of damages from the Seller.

4.7 In no event, any defects of the Goods, even when expressly recognised by the Seller, and any delays with respect to the agreed delivery date, shall give the Purchaser the right to suspend the relative payments, and/or any other payment owed to the Seller also under other contractual agreements.

#### **5. Retention of title**

5.1 It is agreed that, the Products delivered remain the Seller's property until complete payment is received by the Seller.

5.2 In case of termination of Contract for breach by the Seller, the paid instalments of the price shall be acquired by the Seller as compensation within the limits established by law, without prejudice to the right to compensation of further damages.

#### **6. Guarantee**

6.1 The Seller is liable for the defects of the Goods, only if the defects are not due to wilful misconduct or to the Purchaser's gross negligence.

6.2 The defects of the Goods shall be reported in writing to the Seller within eight (8) days of the discovery or from the time the Purchaser should have known about them. The warranty shall expire within 60 (sixty) months of the delivery of the Goods ("Guarantee Period"). The coating defects also have a warranty of 60 (sixty) months from the delivery date of the Goods, provided that the Goods have not been damaged by wilful misconduct or negligence by the Purchaser, through direct or indirect contact of corrosive substances (ex. Acids), by blades or sharp goods, they have not been bumped into (ex. chair which bumps into furniture), or damaged (ex. through holes made on Goods with possibility of subsequent rusting). Third-party components, purchased and resold by Seller shall have a 12 (twelve) month warranty ("Component Warranty Period"), from their delivery to Buyer.

6.3 If the Purchaser objects to the presence of defects of the Goods that shall be recognised and accepted by the Seller in the "Guarantee Period", the Seller may, at its own discretion repair, replace or issue a credit note related to the present guarantee, provided the Goods are returned within 60 (sixty) months from the delivery date.

6.4 If the Purchaser objects to the presence of defects of the coating of the Goods that shall be recognised and accepted by the Seller in the "Guarantee Period", the Seller may, at its own discretion directly or indirectly varnish through other varnishers, or replace the Goods or issue a credit note related to the present guarantee, provided the Goods are returned within 60 (sixty) months from the delivery date.

6.5 In the event that the Buyer objects to defects in the components in the "Component Warranty Period", the Seller may at its option repair, replace or issue a credit note relating to this warranty, provided that the Goods are returned within 12 (twelve) months from delivery.

6.6 The labour costs for the installation of the warranted Goods shall be paid by the Purchaser and any transportation costs of the Goods shall be paid by the Seller only if the return of the Goods to the Seller is confirmed by the Seller.

6.7 The guarantee obligations shall be effective and binding only when the Seller is able to verify the existence of the defects objected to by the Purchaser.

6.8 The guarantee shall not be effective in case of failure, delay, or partial payment by the Purchaser.

6.9 The guarantee is excluded when the defects of the Goods are caused by:

a) alterations and modifications of the Goods which are not authorized in writing by the Seller; b) improper use of the Goods; c) preservation and/or deposit of Goods non-compliant with the instructions given by the Seller or without applying the due diligence; d) normal wear and tear of the Goods and/or their materials; e) inadequate transportation conditions chosen by the Purchaser; f) any other cause not due to the Seller's negligence.

6.10. The guarantee is excluded on all the consumer Goods sold (ex. filters etc.).

6.11 Without prejudice to the application of the right to the compensation of damages for defective Goods, and any

other liability in case of wilful misconduct or gross negligence, the Seller shall not be liable for direct, indirect or incidental damages that the Purchaser and/or third party may be subjected to due to defects of the Goods and the Purchaser renounces as of now to any request for compensation of damages.

6.12 In no event the overall liability of the Seller for damages caused by defects of the Goods may exceed their total price.

6.13 The returned Goods for any reason, whether under guarantee or not, shall not be accepted by the Seller, unless otherwise previously agreed in writing with the Purchaser.

#### **7. Measurements of the destination premises of goods**

7.1. The measurements of the premises where the Goods are installed shall be carried out by the Purchaser, unless otherwise agreed between the Parties.

7.2 If the Parties agreed the Seller must take the measurements of the premises where the Goods are installed, the Seller shall make a map of the destination premises with the measurements previously taken and the location of the installations. If the measurements are subsequently modified by the Purchaser after being recorded by the Seller, they shall be immediately communicated by the Purchaser to the Seller.

7.3 The Seller is liable for any measuring errors or if it has not verified the measurements subjected to its approval, or errors in the location of the installations. The Purchaser is liable for giving inexact measurements or not communicating variations, or communicating them too late to make modifications of the measurements of the Goods.

#### **8. Installation of the Goods**

8.1. The installation of the Goods shall be carried out by the Purchaser, unless otherwise agreed between the Parties in writing. The Seller shall send a technician to support the Buyer's personnel in the assembly phase for orders of amount over Euro 100,000.00 (one hundred thousand/00). The cost of the technician's return ticket flight shall be paid by the Seller, while the cost of room and board and internal transportation in the Territory, shall be paid by the Buyer.

8.2 If the Parties have agreed the installation of the Goods shall be borne by the Seller, the latter shall not carry out the plumbing, electrical or building works or works which are necessary to make Goods function.

8.3 The Purchaser shall set up what is necessary for the installation and/or receiving and deposit of Goods by the agreed delivery date, and the Goods shall be available in the premises where the Seller carries out the installation on the agreed date for the beginning of the installation.

8.4 The Field evaluation process shall be carried out by professionals appointed exclusively by the Seller with costs paid by the Seller.

#### **9. Request of spare parts**

9.1. The spare parts shall be supplied by the Seller upon the Purchaser's request, within the time frame and conditions agreed on between the Parties.

9.2 The guarantee of the spare parts is subjected to the "Standard Guarantee Period" indicated in art. 6.2

#### **10. Early termination of the contract**

10.1 The Seller may terminate this Contract with immediate effect, by a written notice sent by means of communication ensuring evidence and date of receipt, in case of a breach of contractual obligations by the Purchaser, amounting to a justifiable reason for immediate contract termination or in case of occurrence of exceptional circumstances which justify the earlier termination, as set forth below.

10.2 Shall be considered as exceptional circumstances justifying the immediate Contract termination: bankruptcy, any kind of composition between the bankrupt and the creditors, death or Purchaser's failure, civil or criminal penalties and any other circumstance that could compromise the Purchaser's reputation, any important changes in the juridical structure or in the management of the Purchaser, as well as any circumstances which may affect the punctual carrying out of the obligations set forth in the Agreement

#### **11. Severability**

11.1 Should any clause be considered invalid or unenforceable by the judgement of a Court of competent jurisdiction or award of an Arbitral Tribunal, all other provisions shall remain in full force and effect.

11.2. The Parties agree, however, to replace, when possible, any provision declared invalid by a provision which shall reflect their initial intent, as objectively and consistently as possible and in accordance with the basic relationship existing between the Parties.

#### **12. No waiver**

The non-enforcement of any provision contained in this Contract shall not be construed by the Seller as a waiver of the right to enforce the provision at another time under different circumstances and/or enforce other provisions of this Contract.

#### **13. Communication**

13.1 All correspondence, communications and documents between the Parties shall be in writing in English (by e-mail, fax, courier) and shall be sent to the last known address of the other Party.

13.2 The communications sent by mail shall be deemed to be received after 7 (seven) days from the sending. The communications sent by e-mail or telefax shall be deemed to be received the same day of the sending.

#### **14. Intellectual property and confidentiality agreement**

14.1 The Purchaser expressly recognizes the Seller's ownership of intellectual property rights relating to present Contract, by way of example and not limited to (brands, technical and commercial documentation related to samples, catalogues, schedules, ideas, photographic and audio-visual images etc.). Any use, reproduction, dissemination, or representation of such document can occur exclusively following a written authorization written by the Seller and within the limits indicated in the same authorization. Such rights are protected by the Italian law and by international regulations.

14.2 The Purchaser shall not modify nor remove, modify, or tamper with the projects, and/or trademarks, logos and the information or numbers reported and/or printed on the Goods.

14.3 The Purchaser shall keep confidential any confidential information related to the Goods, and to the Seller's commercial and manufacturing organisation

#### **15. Duration of the Contract**

This Contract is concluded for an indefinite period and enters into force on the date on which it is signed. This Contract may be terminated by either Party by written notice of six months. The termination notice shall be notified to the other Party in writing by means of communication ensuring evidence and date of receipt (e.g. registered mail with return receipt, special courier, fax).

#### **16. Transfer of the Contract**

The Purchaser may not, without the prior written consent of the Seller, transfer all or part of the rights and obligations referred to in this Agreement.

#### **17. Governing law**

The Contract shall be governed by the United Nations Conventions on the International Sale of Goods (Vienna Convention 1980) and, with respect to question not covered by such convention, by the Italian law.

#### **18. Mediation and arbitration clause**

18.1 In the event of a dispute under this Contract, the Parties shall first attempt to resolve the issues through discussions between the Parties' representatives for up to thirty (30) days. If the Parties are unable to resolve the dispute through such discussions, they shall submit the dispute to a procedure of mediation conducted by a sole mediator, appointed and proceeding in accordance with the Mediation rules of the Mediation Centre for Europe, the Mediterranean and the Middle East having its seat in Strasburg, which Rules are in force at the date of filing of the application for mediation.

18.2 In the event of the mediation not being successful, the arbitration proceedings will be conducted according to the Rules of the European Court of Arbitration by a sole arbitrator who will be appointed, by the Central Registrar Strasburg.

18.3 Seat of proceeding: Padua (Italy). Language of the proceedings: English.