

GENERAL CONDITIONS OF SALE

1. Object

- 1.1 The supply of furnishings, accessories, and, in general, all products manufactured by **DENTAL ART S.p.A.** (VAT no. IT03515080244), with registered office at 36030 Montecchio Precalcino (VI), via dell'Artigianato 5 (hereinafter, respectively, the “**Products**” and “**DENTAL ART**”, or the “**Seller**”) is governed by these general conditions of sale (“**GCS**”), which form an integral and essential part of the Sales Agreement for the Products (“**Agreement**”) to be concluded between the Seller and its client (hereinafter, individually or collectively, the “**Client(s)**”).
- 1.2 The general conditions of any kind specified in orders and/or other documents sent by the Client and/or otherwise made known to **DENTAL ART** shall, in any case, not be applicable to the Agreement and/or any supply of Products.
- 1.3 The supply of Products by **DENTAL ART** does not include their assembly, which shall be carried out at the Client's care and expense, unless otherwise agreed in writing with the Seller.

2. Conclusion of the Agreement

- 2.1 The conclusion of the Agreement between **DENTAL ART** and the Client takes place, after the Seller issues an offer containing the technical specifications of the Products requested by the Client, if any, (“the **Offer**”), through the exchange of a purchase order (“**Order**”) and an order confirmation issued by **DENTAL ART**, which will summarize the technical specifications (“**Order Confirmation**”). Orders shall be submitted in writing, complete with all the data necessary for the manufacture of the Products. The Agreement shall be considered concluded as of the date the Client receives the Order Confirmation.
- 2.2 Upon receipt by the Client of the Order Confirmation, the Agreement becomes final and, unless otherwise agreed in writing with **DENTAL ART**, it shall not be amended.
- 2.3 Any particular terms and/or conditions of supply shall apply to the Agreement only if included in the Order Confirmation; further amendments and/or additions shall be binding only if accepted in writing by both parties.
- 2.4 Upon written notice to the Client, **DENTAL ART** reserves the right to modify the Products with respect to what is described in the relevant Offer and/or Order Confirmation when such modifications (i) are necessary and/or appropriate for technical and/or production reasons, (ii) are mandatory pursuant to the law and the technical regulations indicated in the handbooks available online in the reserved area of the website www.dental-art.it and, in any case, delivered with the Products (“**Technical Regulations**”), and (iii) do not reduce and/or alter the performance and/or quality features of the Products already agreed with the Client.

3. Place and Terms of Delivery

- 3.1 Unless otherwise provided in the Agreement, the Products shall be delivered Free Carrier (FCA – Incoterms® 2020) at **DENTAL ART**'s facility in 36030 Montecchio Precalcino (VI), via dell'Artigianato 5, or at another location indicated by the Seller in the notice of Products ready for delivery referred to in art. 3.4 of these General Conditions. **DENTAL ART** shall not be liable for any damage, loss, or theft that may occur to the Products after delivery in accordance with this art. 3.1.

- 3.2 The delivery terms of the Products will be indicated in the Order Confirmation, will be considered as indicative, and shall not be qualified as essential terms, unless otherwise and expressly agreed in writing.
- 3.3 In the event of delays in the delivery of the Products due to unforeseeable circumstances, force majeure, or other events not attributable to wilful misconduct and/or gross negligence by **DENTAL ART**, the Client shall not be entitled to any compensation for damages nor to request termination of the Agreement and/or a reduction in the price.
- 3.4 Unless otherwise agreed in writing, when the Products are available, **DENTAL ART** shall send the Client a notice of “*Products ready for delivery*,” indicating the date for collection and, if applicable, the place of delivery if different from that indicated in art. 3.1 of these General Conditions.
- 3.5 In the event of a delay in collecting the Products exceeding 60 days from the indicated date, **DENTAL ART** may, at its discretion, (i) terminate the Agreement and resell the Products to third parties, (ii) charge the Client for storage and custody costs, which will be calculated based on a rate to be agreed from time to time or, in the absence of agreement, at a flat rate equal to 0.5% of the price of the purchased Products (the “**Price**”) for each week of delay, or (iii) ship the Products to the Client at the latter’s expense. In any case, the risk of damage and/or theft of the Products shall be transferred to the Client from the delivery date originally communicated.

4. **Price and Payments**

- 4.1 The Price due by the Client for the supply of the Products is specified in the Order Confirmation and, if the Order contains technical specifications different from or additional to those communicated to **DENTAL ART** at the time of the Offer, it may differ from the price indicated in the latter.
- Any changes, modifications, or customizations of the Products agreed between the parties after transmission of the Order Confirmation will imply an adjustment of the relevant Price due to any increases in production and/or raw material costs, as agreed by the parties from time to time.
- In any case, the Price is understood to include all and only the Products expressly indicated in the Order Confirmation.
- 4.2 The Price of the Products shall be paid by the Client according to the terms and deadlines indicated in the Order Confirmation, or otherwise agreed in writing by the parties.
- Should the Client fail or delay collecting the Products, this will not cause any extension and/or postponement of the payment terms.
- In case of late payments, the Client shall pay default interest calculated according to the applicable law provided for in art. 14 of the General Conditions; all amounts shall become immediately due and the previously agreed payment terms shall be considered superseded and not applicable.
- If the Order Confirmation specifies that the parties have agreed to pay the Price by means of a letter of credit confirmed by the Seller’s bank, the latter shall start manufacturing only after the letter of credit is fully available. It is understood that any delays in the issuance of said letter will imply a postponement of the delivery dates compatible with the Seller’s production capacity as of the date of receipt of the letter of credit.
- 4.3 **DENTAL ART** shall be entitled to suspend the delivery of the Products if: (a) the Client’s economic and financial conditions are such as to put at risk the timeliness of the relevant payment, (b) the Client fails to timely pay the supplies made by **DENTAL ART** also within the framework of other contractual relationships, until full payment of the outstanding amounts and/or the submission

of adequate warranties for the pending deliveries, (c) the Client does not submit to **DENTAL ART** the letter of credit issued by its own bank by the deadline specified under art. 4.2 above, in any case without prejudice for **DENTAL ART**'s right to compensation of any damage.

4.4 In no case shall any flaw and/or defect of the Products, even if expressly recognised by **DENTAL ART**, as well as any delays with regards to the agreed delivery dates, vest the Client with the right to suspend the relevant payment and/or any other payment due to **DENTAL ART** even within the framework of other contractual relationships.

4.5 In no case shall the Client be entitled to set off the amounts due to **DENTAL ART** as Price of the Products with any sum due to any extent whatsoever by **DENTAL ART**.

5. Retention of title

DENTAL ART shall be the exclusive owner of the Products until the date of their full payment. The formalities required by the applicable law to make the retention of title enforceable against third parties shall be the responsibility and at the expense of the Client, without prejudice to **DENTAL ART**'s right to carry out such formalities in the event of the Client's inaction, charging the related costs to the Client.

6. Warranty

6.1 **DENTAL ART** ensures that the Products will have the features specified in the Order Confirmation, if any, will comply with the quality standards specified in the Technical Regulations, by Italian and European provisions and shall be free from flaws and defects in the production and materials for the period of 60 (sixty) months from the delivery date of the Products ("**Warranty Period**"). The warranty for technical characteristics or fitness for particular purposes not expressly referred to in the Order Confirmation is expressly excluded.

6.2 As a partial waiver to art. 6.1 above, the Client acknowledges and accepts that:

- (i) components supplied by **DENTAL ART** but manufactured by third parties from whom they were purchased and resold (such as, including but not limited to, shelves, sinks, mixers, guides, hinges, electrical components, etc.) are guaranteed for a shorter period of 12 (twelve) months from the date of delivery of the Products;
- (ii) the warranty governed by this article and the remedies provided herein shall not apply to consumable items and/or items subject to rapid wear installed within the Products as parts thereof (including, including but not limited to, filters, plastic accessories, aspirating and non-aspirating plugs, batteries, gaskets, and silicone elements).

6.3 If the Client finds defects or flaws in the Products (including its painting), it shall notify **DENTAL ART** by email within 8 (eight) days from the date of discovery or from the date of delivery in the case of visible defects. Any late communication will result in the automatic forfeiture of the right to warranty.

6.4 If the Client promptly reports, within the Warranty Period or the shorter warranty period for components supplied by third parties as provided in art. 6.2(i), the presence of defects in the Products which are then recognized and accepted by **DENTAL ART**, the latter will proceed with an initial remote intervention aimed at identifying and, if possible, resolving the detected defect and/or flaw. If this intervention is not successful, **DENTAL ART** may, at its sole discretion, choose to repair, either in-house or at the installation site, or replace the Products and/or parts thereof.

If the detected defect/ flaw concerns the painting of the Product, the repair may be carried out by repainting, which will be performed, at the discretion of **DENTAL ART**, either directly by **DENTAL ART** or by a third-party company.

- 6.5 If **DENTAL ART** decides to repair in-house or replace defective Products or parts thereof pursuant to art. 6.4 above, their delivery shall be carried out in accordance with art. 3.1 of these General Conditions, it being understood that (i) the warranty on the repaired or replaced parts of the Products will last for the remaining Warranty Period provided for the originally delivered Products and (ii) all costs for returning the Products to **DENTAL ART**, including any additional or accessory costs beyond those for repair or replacement, shall be borne by the Client, unless otherwise agreed in writing between the Parties.
- 6.6 The warranty obligations shall be effective and binding only if **DENTAL ART** is put in a position to verify the existence of the defects and/or flaws reported by the Client and shall be considered fully fulfilled with the repair or replacement of the Product or the defective part thereof, without any further charges or obligations for **DENTAL ART** and, in particular, with the express exclusion of compensation obligations or rights to a price reduction.
- 6.7 The warranty is excluded if the defects and/or flaws of the Products or their parts are caused by the following:
- (i) alterations, repairs, and/or modifications of the Products not authorized in writing by **DENTAL ART**;
 - (ii) improper use or applications of the Products and, in particular, failure to comply with the rules and instructions contained in the documents delivered together with the Product;
 - (iii) transport, storage, and/or warehousing of the Products in a manner not compliant with the instructions provided by **DENTAL ART**;
 - (iv) normal wear and tear of the Products, components, and materials;
 - (v) incorrect indication by the Client or its representatives of the measured dimensions of the premises where the Products are to be installed pursuant to art. 7 of these General Conditions;
 - (vi) in the case of painting defects, use on the Products of corrosive substances, blades or other sharp objects, or impacts or other damage attributable to the Client;
 - (vii) any other cause not due to **DENTAL ART**'s negligence.
- The Client shall in any case forfeit the warranty provided for in this article if it does not regularly pay the Price within the agreed terms, even if the default or delay concerns only part of the total Price of the Products.
- 6.8 Without prejudice to the application of the provisions on liability for damage caused by defective products as provided for by the Italian Consumer Code (the so-called "product liability"), **DENTAL ART** shall not be liable for direct, indirect, incidental, or consequential damages that the Client and/or third parties may suffer due to defects in the Products.

The Client shall not be entitled to terminate the Agreement for defects relating to the Products covered by this warranty in the event of **DENTAL ART**'s timely fulfilment of its related obligations.

7. Measurements of the premises where the Products must be installed

- 7.1. The measurements of the premises where the Products will be installed shall be carried out and communicated by the Client under its sole responsibility, unless otherwise agreed in writing between the parties. Accordingly, **DENTAL ART** shall not be liable for any non-compliance of the Products if the measurements indicated by the Client differ from the actual ones.

- 7.2 If the Parties agree to assign **DENTAL ART** the task of taking the measurements of the premises where the Products will be installed, following the issuance by **DENTAL ART** of a specific fee estimate subject to the Client's written approval, **DENTAL ART** will prepare and deliver a floor plan indicating the measurements of the destination premises previously taken, specifying the placement of the Products and the connections to the plumbing, electrical, and drainage systems. Unless the Client makes observations, modifications, or additions, the floor plan shall be deemed as confirmed at the time that the Client receives the Order Confirmation and **DENTAL ART** shall in no case be liable for any problem stemming from a wrong measurement, with the consequence that any cost relevant to its adjustment, including working hours of **DENTAL ART**'s staff specified in its own price list available at www.dental-art.it (or what otherwise agreed in writing) and the relevant materials shall be charged to the Client.
- 7.3 Should the measurements of the premises be subject to amendments for intervention made after they were taken, they shall be immediately notified to **DENTAL ART** by the Client, which shall bear the additional costs due as working hours and materials that may be incurred as a consequence of the late notice.
- 8. Spare parts**
- 8.1 The sale of spare parts for the Products or their components after the expiry of the relevant warranty period shall be governed by these General Conditions, unless otherwise agreed.
- 8.2 Spare parts are guaranteed for a period of 12 (twelve) months from the date of delivery.
- 9. Industrial and Intellectual Property Rights**
- 9.1 Samples, production techniques, design, and data relating to the Products, as well as the trademarks, logos, patents, and models belonging to **DENTAL ART** are and shall remain the exclusive property of the latter, and nothing in the Agreement shall be construed as granting any license rights, even implicitly, suitable for use of the aforementioned industrial and intellectual property beyond the purpose for which the Products are purchased.
- 9.2 The Client shall not make modifications to the Products nor remove, alter, or tamper labels, logos, or numbers shown and/or printed on the Products.
- 9.3 The Client must keep confidential information relating to the Products reserved for **DENTAL ART** and its commercial and production organization.
- 10. Remedies**
- 10.1 Without prejudice for the general provisions on contractual termination set out by law, **DENTAL ART** shall be entitled to immediately terminate the Agreement by means of simple written notice in the event of failure to pay the Price due for any Agreement in force between the parties, or even only to pay an instalment thereof.
- 10.2 The Agreement shall also be considered automatically terminated in the event that the Client goes bankrupt, or is subject to other insolvency proceedings or voluntary winding-up, or ceases its business activity.
- 10.3 In the event of termination of the Agreement due to the Client's breach of contract, any Price instalments already paid shall be retained by **DENTAL ART** as compensation within the limits set out by law, without prejudice to the right to compensation for any further damages resulting therefrom.

- 10.4 Without prejudice to the other limitations of liability provided for in these General Conditions, in the Order Confirmation, or in other documents forming part of the Agreement, it is understood that **DENTAL ART**'s maximum residual liability shall not exceed 50% of the Price, except in cases of wilful misconduct or gross negligence.

11. Validity of the Agreement

- 11.1 In no case any voidness and/or invalidity of a clause of the Agreement shall cause the voidness or invalidity of the entire Agreement, which shall remain valid and effective between the parties.
- 11.2 The parties expressly agree to replace, where possible, the clause found to be null or invalid with another clause having contents mirroring their original intentions and in accordance with the nature of the contractual relationship between them.

12. Waivers

The fact that one of the parties does not enforce any of the rights set forth in these General Conditions shall not be construed as an implicit waiver to such rights, nor shall it prevent the other party from requiring their punctual and strict observance at any other time.

13. Assignment

The Client shall not transfer and/or assign the credits and rights arising from the Agreement to third parties without the prior written consent of **DENTAL ART**.

14. Applicable Law

These General Conditions and the related Agreements are governed by Italian law, including the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980).

15. Jurisdiction

- 15.1 Any dispute related to the Agreement and/or the supply of the Products, shall be exclusively settled by the Court of Vicenza, Italy.
- 15.2 **DENTAL ART** shall, in any case, have the right, at its sole discretion, to take legal action before the court where the Client has its registered office.

The Client

The Client hereby declares, pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, to have carefully read and expressly approved each of the following clauses:

- 4.4** *(Limitation on the right to raise objections)*
4.5 *(Limitation on the right to raise objections)*
6.3 *(Forfeiture)*
6.6 *(Limitation of liability)*
6.7 *(Limitations on warranty rights)*

6.8 *(Limitation of liability)*
10.1 *(Right to terminate the Agreement)*
10.2 *(Express termination clause)*
10.3 *(Right to withhold amounts)*
10.4 *(Limitation of liability)*
14.1 *(Derogation from competent jurisdiction)*
15.1 *(Applicable Law)*

The Client
