

## **1. General, Conclusion of Agreement, Ownership and Copyright Rights, Scope of Deliveries**

- 1.1 These GT&C's together with any other applicable Dentsply Sirona terms, agreement, appendices, purchase orders, purchase contract, and offers issued by Dentsply Sirona, constitute the agreement between us and the Customer (as defined below) (the "**Agreement**").
- 1.2 Our GT&Cs are directed exclusively at businesses operating pursuant to Finnish law - hereinafter referred to as "**Customer(s)**". Consumers, as defined under Finnish law, are excluded from ordering products under the Agreement and do not qualify as Customers.
- 1.3 Our GT&Cs are exclusively applicable meaning that we do not recognise Customer terms and conditions unless we have expressly agreed to these in writing, and in such case such accepted terms shall be considered to be incorporated into the Agreement.
- 1.4 Our GT&Cs apply for all our deliveries without requiring explicit reference to these GT&Cs.
- 1.5 Our GT&Cs - as amended from time to time - apply to all future transactions regarding products with the Customer.
- 1.6 We retain full ownership and copyright to all materials we produce, including cost estimates, illustrations, calculations, drawings, files and other documents. These materials must be protected from unauthorised access by third parties through appropriate confidentiality measures. They may only be shared with third parties if we have given our prior written consent. If the Customer does not place an order with us, any drawings and other material related to potential orders must be returned to us promptly upon request. The same rules apply to the Customer's material that are in our possession. However, we may share the Customer's materials with third parties to whom we have legitimately transferred deliveries.
- 1.7 Protective devices shall be supplied if and to the extent required by Finnish law or as expressly agreed upon with the Customer.
- 1.8 Amendments to the Agreement or any supplements to the Agreement, must be made in writing, i.e. in text form (e.g. letter or e-mail), in order to be effective.

## **2. Prices, Payment Terms, Default in Payment, Rights of Set-off and Retention, Prohibition of Assignment, Minimum Order Value**

- 2.1 Unless otherwise agreed, prices are quoted in EUR and include carriage paid delivery, according to our current price list, subject to the restrictions set forth in clause 4.
- 2.2 Costs for any transport insurance according to clause 4.2 are not included in the prices.
- 2.3 Payment of all items included in the invoice is due within 30 calendar days of receipt of the invoice at the latest. If the Customer is in default of payment, we shall be entitled to claim interest at nine (9) percentage points above the national bank's reference rate. Furthermore, we shall be entitled to a lump sum of EUR 40.00 in the event of default. If we are able to prove higher damages caused by default, we shall be entitled to claim such damages.
- 2.4 As soon as we become aware of the risk of the Customer's lack of ability to pay (e.g. non-compliance with the terms of payment), we shall be entitled to deliver the products only against advance payment or the provision of security by the Customer. This shall be without prejudice to our right to withdraw from individual purchase contracts already concluded if and insofar as the Customer - when applicable - fails to make the advance payment or provide security within a reasonable period in advance. We are entitled to prohibit the resale of the products that were delivered under retention of title, as well as to retrieve the products immediately at the expense of the Customer if we have withdrawn from the individual purchase contract or the Agreement.
- 2.5 The Customer shall only be entitled to set-off rights if its counterclaims have been established by final judgment, are undisputed or have been recognised by us. This does not apply to counterclaims of the Customer arising from the same individual purchase contract. The Customer may only assert a right of retention if it is based on the same contractual relationship.
- 2.6 The Customer is not entitled to assign its claims against us arising from the delivery relationship without our consent, unless expressly agreed in writing between the parties.

## **3. Product Descriptions, Right of Modification, Period of Delivery, Default of Acceptance, (Partial) Delivery**

- 3.1 The essential characteristics of the offered products result from the product descriptions. We only assume a guarantee for the quality of the products if we have expressly promised this in writing.
- 3.2 We have the right to make changes to the technical design of the ordered products, unless this results in a significant change in function or the Customer proves that the change is unreasonable for the Customer's intended use. In particular, we reserve the right to make changes to the design, shape and colour that are based on an improvement in technology or on the requirements of the legislator, insofar as the changes are not significant or the Customer proves that the change is unreasonable for the Customer's intended use. Changes to the technical design of products already ordered are also permissible insofar as this does not result in a significant change in function or the Customer proves that the change is unreasonable for the Customer's intended use.
- 3.3 The period of delivery shall be determined by the mutual written declarations. Clause **Error! Reference source not found.** sentence 2 above shall apply accordingly.
- 3.4 Adherence to the period for delivery shall be conditional upon the Customer and third parties fulfilling their obligations, such as receipt on time of any of the documents to be furnished by the Customer, required authorisations and releases, clarification on time, necessary approval of plans, and the Customer's adherence to agreed conditions for payment and other obligations. Where these conditions are not fulfilled within

due time, the delivery period shall be extended accordingly.

- 3.5 Delivery shall be considered completed upon handover of the consignment to the Customer. Where delay in delivery is attributable to the Customer, we shall be deemed to have met the delivery period if notification of readiness to dispatch is given within the agreed delivery period.
- 3.6 Should dispatch of the consignment be delayed upon request of the Customer or for reasons attributable to the Customer, we shall be entitled to charge the Customer, starting one month following our declaration of readiness to dispatch, a storage charge of 0.5% of the amount invoiced for each month commenced, with a total maximum of 5% of the value of the consignment ready for dispatch unless higher expenditures can be proven.
- 3.7 Partial deliveries shall be permitted unless they are of no interest to the Customer.

#### **4. Transfer of Risk, Transport Insurance**

- 4.1 The products are sold Delivery-at-Place (DAP, Incoterms 2020). Transport costs will be set out on the invoice separately. The risk of accidental loss or deterioration of the products delivered shall pass to the Customer immediately upon the delivered products being handed over to the Customer.
- 4.2 If the Customer so requires, and at the expense of the Customer, we shall insure the consignment against loss and deterioration valid during transport from location to location and subsequent storage for up to 90 days. The Customer shall inform us in reasonable time if he wants the storage insurance to continue. We shall then have the insurance cover extended at the expense of the Customer. The Customer shall without delay inform the competent average adjuster of any damage detected; documents required in connection with the damage shall be sent to us. Above and beyond this, the Customer is obliged to take all the steps necessary to have the damage settled.

#### **5. Warranty for Defects**

- 5.1 Upon arrival of the products, the Customer shall inspect them for defects without delay. Any claim based on warranty on the part of the Customer shall require that it notifies defects to us in writing without delay after their detection. The Customer shall give notice of such defects in writing without undue delay after receipt of the delivered products and in any event no later than 4 calendar days after receipt of the delivered products. For hidden defects, a period of 8 calendar days shall apply from the time of discovery.
- 5.2 Where we are responsible for a defect in a brand-new product or in repair exchange parts supplied, we shall be entitled to supplementary performance, at our discretion, either by removing the defect or delivering of an item free of defects. Costs for dismantling defective products/parts, their transport and the assembly of non-defective products shall be borne by the Customer. The delivery of remedied parts or replacement parts shall be made freight paid to destinations within Finland; for deliveries with a delivery address outside Finland, freight shall be paid by Customer and delivery shall be made according to the Incoterms in the version applicable on the date of delivery; clause 4 above shall apply accordingly.
- 5.3 We shall be entitled to refuse supplementary performance while and so long as the Customer has not sent us, at our request, the products delivered being objected to, or a sample of them; the Customer shall not be entitled to withdraw or have a right to a reduction in purchase price because of such refusal. We shall not be obliged to provide supplementary performance if interference with or alterations to the products delivered has taken place without our permission, unless the Customer proves that the defect has not been caused by such interference or alterations.
- 5.4 If we are not prepared or not in a position to provide supplementary performance, or if this is delayed beyond reasonable time limits for reasons for which we are responsible, or if the supplementary performance fails in any other way, the Customer shall be entitled, at its discretion, to withdraw from the individual purchase contract or request a reduction of the purchase price. However, withdrawal is excluded if there is, at our discretion, only an insignificant breach of agreement by us.
- 5.5 Unless otherwise agreed hereinafter, the limitation period for claims arising from material defects shall be twelve (12) months, calculated from the date of handover or installation at the end user's premises, depending on which event occurs later.
- 5.6 The limitation period for claims arising from material defects does not start again after supplementary performance, rather the period that was commenced by the initial delivery continues without interruption.

---

3-2

- 5.7 Claims arising from material defects shall not apply to normal wear and tear or furthermore because of damage occurring after the passing of risk due to incorrect or careless treatment, excessive application, unsuitable operation media, inadequate storage, poor construction work, defects with regard to the supply of air and water and other influences not prescribed by the Agreement (incl. the assembly instructions, if applicable). We shall not be held liable for inadequate modifications or repair work by the Customer or a third party or any consequences thereof.

#### **6. Liability, Limitation of Liability, Force Majeure**

- 6.1 In the event of injury to life, body or health attributable to us, we shall be liable in accordance with mandatory Finnish law.
- 6.2 For other damages the following applies:
- a) For damages based on the breach of this Agreement, as a result of simple negligence by us, our legal representatives or our agents, liability shall be limited to direct damages excluding liability for indirect damages, and, to a maximum amount of EURO 350000 per year.
- b) Liability for other damages in the event of a breach of ancillary obligations or non-material obligations by us in the event of simple negligence are excluded.
- 6.3 The exclusions or limitations of liability shall not apply in case of gross negligence, willful misconduct, or if we have fraudulently concealed a defect or have clearly agreed to a guarantee for the quality of the delivered products.

- 
- 6.4 All claims for damages against us, irrespective of the legal grounds, shall become barred at the latest one (1) year after delivery of the products to the Customer; in the case of non-contractual liability, within one year of knowledge or grossly negligent ignorance of the circumstances giving rise to the claim and the person liable to pay compensation. This provision shall not apply to claims based on intent or gross negligence, to damages due to injury to life, body or health.
- 6.5 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Customer of this without undue delay and at the same time inform the Customer of the new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the Agreement in whole or in part without the Customer being able to demand compensation from us; we shall immediately refund any consideration already paid by the Customer. A case of non-availability of performance in this sense shall be deemed to exist in particular in case of a non-timely self-delivery by our sub-supplier for which neither we nor our sub-supplier are responsible, operational disruptions on our side or on our sub-supplier's side, official orders, mobilisation, war, devaluation of the currency, blockade, insurrection, strikes, lockouts, pandemics or other causes or events which cause a restriction or cessation of our operations. Our rights as well as those of the Customer, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance/unavailability), shall remain unaffected.

## **7. Foreign Trade Law**

It is intended that the products delivered shall remain only in the agreed country of destination, in accordance with the Agreement. Where the product delivered is subsequently exported from the country of destination, the rules of Finnish foreign trade law (e.g. export control regulations) apply, and, should the consignment include parts from the US, the relevant provisions of the United States of America shall be observed.

## **8. Software**

- 8.1 If we provide software together with our products, we herewith grant the Customer as well as the user authorised by it the permanent, non-exclusive and non-transferable right to use the software in connection with the product with which it has been delivered, as long as the software remains unaltered and is used only for the purposes described in the product description.
- 8.2 This shall not apply in the cases in which the use of the equipment and software products sold is made dependent on the use of an activation key (dongle). In these cases, the entitlement to use the software shall be limited to the extent to which the activation key, which has to be bought again each time, makes the use of the software possible. The Customer is herewith granted only the right, limited by the activation key, non-exclusive and non-transferable, to use the software on the product with which it is delivered, unaltered and for the purpose and extent described in the product description and in the order for the activation key.
- 8.3 Software and the documentation belonging to it shall not be passed on to third parties with the exception of the user authorised by the Customer. The Customer shall neither copy, decompile nor backtranslate programs nor shall he extract parts from them, unless such actions are permissible according to mandatory law.
- 8.4 The charge for the use of the software product provided together with the product is already included in the purchase price, unless otherwise agreed. Extensions to the performance of the product (other uses than originally intended) by means of software is subject to separate agreements and separate remuneration.
- 8.5 If the Customer itself or a third party commissioned by it services the product the Customer shall, due to our rights to use the service software, first enter into a licence agreement against payment of a remuneration.

## **9. Reservation of Title**

- 9.1 All delivered products shall remain our property until full payment of the relevant purchase price.
- 9.2 The Customer is entitled to resell the delivered products in the ordinary course of business or to use them for patients ("**Use**"). However, the Customer may neither pledge nor assign by way of security the products subject to retention of title.
- 9.3 In the event of Use, the Customer hereby assigns to us all claims, including all ancillary rights, which arise for the Customer as a result of such Use. This shall apply irrespective of whether the Customer sells the reserved products unprocessed, processed or processed or together with other products. If the products are used together with products that do not belong to us, the assignment shall only apply to the value of the products subject to retention of title. The value shall be calculated according to our sales prices or according to the price of the delivered products in the invoice of the Customer.
- 9.4 Processing of the products subject to retention of title shall always be carried out for us as manufacturer, but without any obligation on our part.
- 9.5 The processed products shall be deemed to be products subject to retention of title within the meaning of these GT&Cs. If products subject to retention of title are processed or inseparably mixed with other products not belonging to us, we shall acquire co-ownership of the new item in the ratio of the invoice value of the products subject to retention of title to the invoice value of the other products used at the time of processing and mixing. The co-ownership rights thus created shall be deemed to be reserved products within the meaning of these GT&Cs. At our request, then Customer is obliged to inform the buyer of the reserved products of our ownership rights.
- 9.6 The Customer is authorised to collect the claim from the Use without prejudice to our own right to collect.
- 9.7 As long as the Customer duly meets its payment obligations, we shall not assert the claim ourselves.
- 9.8 At our request, the Customer shall inform us of the debtors of the assigned claims and notify them of the assignment. This shall not affect our right to notify the third party debtors of the assignment ourselves. The Customer is prohibited from assigning the claim against the third-party debtor to third parties or from agreeing a prohibition of assignment with the third-party debtor.
- 9.9 The Customer is obliged to inform us immediately and as quickly as possible of any seizure or any other impairment of our security rights by third parties.

- 9.10 The Customer is obliged to provide us with all documents necessary to protect our rights and to reimburse us for the costs incurred by a necessary intervention.
- 9.11 We undertake to release the existing securities at our discretion to the extent that their value exceeds the claims to be secured by more than ten (10) %.

## 10. Returns of Products for Credit Note

- 10.1 Customer acknowledges and accepts the applicability of our returns policy as updated from time to time. Our processing policy can be found in the merchant area under "Downloads" on [www.dentsplysirona.com](http://www.dentsplysirona.com), and on the returns platform.
- 10.2 Returns for credit note are handled according to the current price list.

## 11. Data Protection

The Parties agree that neither party will process personal data on behalf of the other party. In the event that that a situation would arise where a party would process personal data on behalf of the other party, the Parties agree that they shall enter into a data processing agreement prior to that such processing is performed. For our processing of personal data relating to the Customer's employees or representatives, we refer to our privacy policy available at <https://www.dentsplysirona.com/privacy-policy.html> and the Customer undertakes to convey this information to applicable employees and representatives.

## 12. Confidentiality

- 12.1 All information of a confidential nature, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party, any of its affiliate or to any of their affairs or other business matters, which has been disclosed or may be disclosed to the other party (the "**Receiving Party**") or which the Receiving Party has or may otherwise become aware of in connection with the preparation, negotiation, entry into or performance of the Agreement, including the terms of the Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of the Agreement nor be disclosed by it to any third Party without the prior written consent of the other Party. The confidentiality undertaking shall apply as long as the information is considered to be confidential by the other party.
- 12.2 The restrictions in Clause **Error! Reference source not found.** and 12.1, respectively, shall not apply to information: (a) to the extent reasonably necessary to be used or disclosed by the Receiving Party in order for it to secure its interests against the other Party in connection with a dispute, controversy or claim arising out of or in connection with the Agreement or to otherwise enforce its rights under the Agreement; (b) that were at the time of its disclosure or which becomes thereafter generally available to the public otherwise than as a consequence of a breach by the Agreement; (c) that were already known to the Receiving Party or otherwise in its possession prior to the time of its disclosure; (d) that were obtained by the Receiving Party in good faith without restriction from a third party; or (e) that the Receiving Party is required to disclose by law or any governmental or other regulatory authority or by any applicable contract or regulations of any applicable stock exchange or other market place. The Party using or disclosing any information or documentation with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

## 13. Ineffectiveness Consequence, Governing Law and Disputes

- 13.1 Should individual provisions of these GT&Cs be or become legally invalid or should these GT&Cs contain a gap, this shall not affect the validity of the remaining parts of the GT&Cs or the Agreement. In place of the invalid or missing provision, such legally valid provision shall be deemed to have been agreed as we would have agreed with the Customer in accordance with the commercial purpose pursued if the parties had considered this point.
- 13.2 These place of jurisdiction for all disputes between ourselves and the Customer arising from or in connection with the contracts for delivery and their conclusion shall be our place of business insofar as the Customer is a merchant, a legal entity under public law or a special fund under public law or the Customer does not have a general place of business in Finland and shall be governed by the substantive law of Finland without regard to its conflict of law rules and principles. Parties agree that UN Convention on Contracts for the International Sale of Goods or other comparable international rules and regulations shall not apply.