

Dentsply IH OY (Finland)

General Terms and Conditions („GT&Cs“) for Private Label, Industrial and Surgical

Valid with effect from February 1, 2026

1. General, Conclusion of Contract, Ownership and Copyright Rights, Scope of Deliveries

- 1.1 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 goods under this Agreement and do not qualify as Customers.
- 1.2 Our GT&Cs exclusively shall be valid; we do not recognise Customer terms and conditions which contradict or deviate from our GT&Cs unless we have expressly agreed their validity in writing, such agreement to incorporate the relevant terms into this Agreement. Our GT&Cs shall also apply when we make delivery without stating further conditions to the Customer.
- 1.3 Our GT&Cs - as amended from time to time - shall also apply to all future transactions regarding Consumables products with the Customer.
- 1.4 The scope of the delivery shall be determined by the written declarations made by both parties or placed by the Customer via our website (www.dentsplysirona.com) or by e-mail and confirmed by us explicitly by e-mail. If a contract has been concluded without such declarations having been made by both parties, either our written order confirmation or, if no such confirmation has been made, the written order of the Customer shall govern.
- 1.5 We shall retain the absolute rights to property and absolute copyright exploitation rights, including but not limited to the cost estimates, illustrations, calculations, drawings, files, and other documents; they shall be secured against unauthorised access by third parties by means of appropriate confidentiality measures and may only be made accessible to third parties with our prior written consent. Drawings and other documents pertaining to orders shall be returned without delay upon request if no order is placed with us. Sentences 1 and 2 shall apply accordingly to documents of the Customer, these may, however, be made accessible by us to such third parties to whom we have permissibly transferred deliveries.
- 1.6 Protective devices shall be supplied if and to the extent required by applicable law or as expressly agreed upon with the Customer.
- 1.7 Amendments and supplements to any agreements, including this written form requirement, must be made in writing, i.e. in text form (e.g. letter, e-mail, fax), 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 local currency, carriage paid for according to price list; in any case, however, with the restrictions resulting from the following clause 4.1.
- 2.2 Costs for any transport insurance according to clause 4.2 are not included in the prices.
- 2.3 Unless otherwise agreed, within the first calendar week of every calendar month, the Customer will receive a summary invoice for all purchase orders made in the respective preceding month. Payment of all positions included in such summary invoice is due within 30 calendar days of the receipt of such summary invoice at the latest. If the Customer is in default of payment, we shall be entitled to claim default interest in the amount of nine (9) percentage points above the reference rate. 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 goods only against advance payment or the provision of security. This shall be without prejudice to our right to withdraw from individual purchase contracts already concluded if and insofar as the Customer - insofar as applicable - fails to make the advance payment or provide security within a reasonable grace period. We are entitled to prohibit the

resale of the delivery goods that were delivered under retention of title as well as to retrieve them immediately at the expense of the Customer if we have withdrawn from the contract.

- 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 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 delivery goods result from the product descriptions. We only assume a guarantee for the quality if we have expressly promised this in writing.
- 3.2 Unless otherwise agreed in the Quality Agreement, changes to the technical design of the ordered goods are permissible unless this results in a significant change in function, or the Customer proves that the change is unreasonable for it. 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 otherwise unreasonable for the Customer. Changes to the technical design of goods 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 it.
- 3.3 The period of delivery shall be determined by the mutual written declarations. Clause 1.4 sentence 2 above shall apply accordingly.
- 3.4 Adherence to the period of delivery shall be conditional upon the receipt on time of any of the documents to be furnished by the Customer, required authorisations, releases, clarification on time and approval of plans, the adherence to agreed conditions for payment and other obligations. Where these conditions are not fulfilled within due time, the period shall be extended for the period of time that lies between the expiry of the longest contractually agreed participation deadline and the expiry of the contractually agreed period of service.
- 3.5 The period of delivery shall be deemed to have been observed if the consignment is handed over to the Customer. Where delay in handing over the consignment to the Customer is attributable to the Customer, the period shall be deemed to have been observed upon notification of readiness to dispatch within the agreed period.
- 3.6 Should dispatch of the consignment be delayed upon request of the Customer or for reasons attributable to it, we shall be entitled to charge the Customer, starting one month following our declaration of readiness to dispatch, a storage charge of 2% of the amount invoiced for each month commenced, with a total maximum of 10% 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.
- 3.8 Customer agrees to accept a delivered quantity tolerance of +/- 10% of the ordered quantity for custom made items, due to manufacturing constraints, and to pay for the actual quantity delivered, regardless of what is indicated in the order confirmation. Over-delivery exceeding 10% of the ordered quantity shall be agreed with the Customer.

4. Transfer of Risk, Transport Insurance

- 4.1 The goods are sold Delivery at Place (DAP, Incoterms 2020). The risk of accidental loss or deterioration of the item delivered shall pass to the Customer immediately upon the delivered goods 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 goods, 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 goods. 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 items shall be borne by the Customer. The delivery of remedied parts or of parts intended as replacement shall be made freight paid to a destination within Finland; for deliveries with a delivery address outside Finland freight paid - at our discretion according to the Incoterms in the version applicable on the date of delivery; clause 4 above shall apply accordingly.
- 5.3 In addition to reasons for refusal according to applicable law, we shall also be entitled to refuse supplementary performance while and so long as the Customer has not sent us, at our request, the items 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 items delivered has taken place without our permission unless the Customer proves that the defect has not been caused by such interference of 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 contract or to reduce the purchase price. However, withdrawal is excluded if there is only an insignificant breach of duty by us.
- 5.5 Unless otherwise agreed hereinafter, the limitation period for claims arising from material defects shall be twelve (12) months, or longer if permitted by applicable law, and in accordance with limits set out in applicable law, calculated from the date of handover or installation at the 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.
- 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 contract (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, limb or health attributable to us, we shall be liable in accordance with mandatory law.
- 6.2 For other damages the following applies:
 - a) For damages based on an intentional or grossly negligent breach of duty by us or one of our legal representatives or agents, we shall be liable in accordance with applicable law.
 - b) For damages based on the breach of material contractual obligations 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.

c) Claims 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 if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the delivered goods.

6.4 All claims for damages against us, irrespective of the legal grounds, shall become barred at the latest one year after delivery of the goods 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 or in the case of other applicable law.

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 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 contract 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 item delivered shall remain only in the agreed country of destination, in accordance with the offer/confirmation of order/sales contract. Where the item delivered is subsequently exported from the country of destination, the rules of Finnish and EU 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. This Section 7 shall not apply to the Private Label, the Industrial, and Surgical product portfolio.

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 product 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 product 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 product 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 back translate 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 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 Any delivered goods shall remain our property until full payment of the relevant purchase price.
- 9.2 The Customer is entitled to resell the delivered goods 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 goods 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 goods unprocessed, processed or processed or together with other goods. If the goods are used together with goods that do not belong to us, the assignment shall only apply to the value of the goods subject to retention of title. The value shall be calculated according to our sales prices or according to the price of the delivered goods in the invoice of the Customer.
- 9.4 Processing of the goods 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 goods shall be deemed to be goods subject to retention of title within the meaning of these GT&Cs. If goods subject to retention of title are processed or inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used at the time of processing and mixing. The co-ownership rights thus created shall be deemed to be reserved goods within the meaning of these GT&Cs. At our request, then Customer is obliged to inform the buyer of the reserved goods 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 Goods for Credit Note

- 10.1 All returns must be agreed with DS manufacturing site of the customized products.
- 10.2 Credit notes are issued according to confirmed and invoiced price.

11. Data Protection

- 11.1 We refer to our data protection regulations available at <https://www.dentsplysirona.com/en-gb/legal/privacy-policy.html>.

12. Ineffectiveness Consequence, Governing Law and Disputes

- 12.1 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. Rather, 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.
- 12.2 These GT&Cs 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 Contract for the International Sale of Goods or other comparable international rules and regulation shall not apply.
- 12.3 Any dispute, controversy or claim arising out of or in connection with these GT&Cs, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Gothenburg. The language to be used in the arbitral proceedings shall be English.
- 12.4 Notwithstanding the foregoing, we shall always have the right to take measures and institute legal proceeding in court against the Customer in order to collect payments due.