

1. General, Scope of Application

(1) These General Terms and Conditions (hereinafter called the GTC) apply to all business relationships within the steco-system-technik GmbH & Co. KG. The steco-system-technik GmbH & Co. KG maintains a permanent branch at 32657 Lemgo, Alkenbrede 3. These Terms and Conditions apply if the customer is an entrepreneur (§ 14 of the German Civil Code), a legal entity under public law or a special fund under public law. A conclusion of contract is not made with consumers (§ 13 of the German Civil Code).

(2) The GTC apply notably for contracts concerning the sale of fine-precision mechanical products and medical products, in particular for implant dentistry and modern dental technology. Unless otherwise stated, the GTC shall apply in the version valid at the time of the conclusion of contract. In case of deviations between the former named version and the last text version of which the customer is informed, the latter is to be adhered to. This contract serves as a framework agreement which also applies to similar contracts, without us having to refer to these GTC again for every individual case.

(3) Our GTC shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the customer shall only become part of the contract once we have explicitly approved their validity. This approval requirement applies in every case, for example also if, with the knowledge of the General Business Terms of the Buyer, we carry out the delivery.

(4) Individual agreements reached with the customer in individual cases (including side agreements, additions and amendments) shall have priority over these GTC. The content of such agreements shall be, subject to evidence to the contrary, governed by contract or our written confirmation.

2. Conclusion of contract

Our offers are noncommittal. The ordering of goods by the customer is valid as a binding offer of contract. The acceptance of the contractual offer by steco-system-technik GmbH & Co. KG can be concluded either in writing or by delivery of the goods. Orders for special manufacturing by § 3.8 of German Medical Device Act require the written form with the necessary statements.

3. Right of modification

We reserve the right to make changes to the materials used or to the construction which deviate from the product description in publications (e.g.: catalogues and technical documentation), provided that they do not substantially impinge upon the normal use or upon the contractually agreed utility of the goods and as long as warranted characteristics are not concerned.

4. Delivery times

(1) The delivery time shall be agreed on individually or indicated by us when accepting the order. If this does not happen, the delivery period is three weeks from the date of the contract.

(2) Insofar as we cannot observe binding delivery deadlines for reasons for which we are not responsible, (non-availability of the service), we shall notify the customer immediately and inform them of the estimated new delivery. When the goods or services are not available by the new delivery date, we shall be entitled to rescind the contract in whole or in part; we will immediately reimburse any remuneration that has been provided by the buyer. A case of non-availability of the service is in particular the late self-delivery by our components suppliers if we have concluded a congruent hedging transaction and neither we nor our supplier was at fault or we are not obliged to the procurement in a particular case.

5. Delivery, risk assumption, purchase and default of acceptance

(1) The delivery is carried out from the office of the steco-system-technik GmbH & Co. KG, which is also the place of performance and the place of any supplementary performance. If the product was ordered in the permanent branch Lemgo, then this will be the place of performance too. At the request and expenses of the customer, the goods will be delivered to another place of destination (sending purchase). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipment route, and packaging) and to undertake partial deliveries and performances, provided this is reasonable for the customer.

(2) The risk of accidental destruction or accidental deterioration of the goods passes eventually over to the customer with transfer of the goods. In the case of shipment purchases, the risk of accidental destruction or deterioration of the merchandise is transferred to the customer with the transfer of the merchandise to the forwarding agent or other parties or agencies authorized for shipment. If an acceptance procedure has been agreed on, this is authoritative for the passing of risk. The statutory regulations of the works contract also apply to the agreed acceptance in accordance with the law. It is deemed equivalent to the handover or acceptance if the buyer is in default with the acceptance.

(3) In case the buyer defaults the acceptance, fails to act in cooperation or our delivery is delayed for any other reason, we are entitled to demand a claim for compensation for the damage resulting from it, including additional expenses (such as costs for warehousing). For this we will charge a lump sum compensation amounting to 0.5 % of the value of the stored merchandise per commenced month, as long as it is not proven that the expense was lower. The right to assert further proven costs is reserved. The proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected. The flat rate is however to be offset against further monetary claims. The customer is at liberty to provide evidence that we have incurred no damages, or that damages were considerably lower than the flat-rate amount stated above.

6. Prices and Terms of Payment

(1) Insofar as not otherwise agreed in an individual case, our actual prices which respectively apply at the time of the conclusion shall apply from the place of performance (permanent establishment or Lemgo), plus the legal value added tax. Our prices are listed in Euros, and exclude packaging, freight and insurance.

(2) The customer pays for the cost of carriage from the registered office of steco-system-technik GmbH & Co. KG or branch Lemgo and the cost of insurance chosen by the customer, if the goods are shipped at the request of the customer (5.2 GTC). Any customs duties, fees, taxes and other public charges are to the customer's account.

(3) Invoices are payable in cash or by advanced bank transfer to the account specified in the bill. All invoices shall be due and payable, strictly net cash and immediately upon receipt without any deductions or charges to steco-system-technik GmbH & Co. KG. All payments from foreign countries shall be made in Euros. Cheques will only be available for processing until they have been cashed. The maker of the cheque shall bear the costs of the submission. If a direct debit has been arranged (SEPA), the customer will be informed 2 days before the amount will be charged. Our Creditor Identifier is: DE29ZZZ00000500743. Within the scope of current business relations, we shall be entitled to demand either a complete or a partial prepayment for the delivery. We will endeavour to stipulate a reservation with confirmation of the order at the latest.

(4) All options for payment, which are stated in the online shop of steco-system-technik GmbH & Co. KG during the order process, are at the existing customer's disposal (see point 3). New customers can pay only by PayPal payment principle (<https://www.paypal.com/webapps/mpp/home>).

(5) Where the payment term is exceeded, the customer shall be in default of payment. Interest is to be paid on the purchase price at the respective applicable interest rate for default during the default. We reserve the right to claim any further damages from default. Our claim for the commercial maturity interest (§ 353 of the German Commercial Code) against merchants remains unaffected.

(6) The customer is only entitled to set-off rights and rights of retention if his counterclaims have been established as final and absolute or they are undisputed Reciprocal rights, which the buyer is entitled to claim against the seller in the event of defects in the delivery remain, in particular of part 8.4 this GTC, untouched.

(7) If there are indications after the conclusion of the contract that our entitlement to the purchase price is at risk through insufficient ability of the buyer to pay (e.g. by an application for opening of insolvency proceedings) then according to the statutory regulations we are entitled to refuse service and - if applicable after setting a deadline - to cancel the contract (§ 321 of the German Civil Code).

7. Reservation of title

(1) We reserve the right to the property of the sold goods until the full payment of all of our current and future claims from the purchase contract and a current business relationship (secured claims).

(2) Prior to the complete payment of the secured claims, the goods for which ownership is reserved can neither be pledged nor assigned by way of security to third parties. The customer is required to inform us immediately, if an application is made for opening insolvency proceedings or if third parties gain possession of the goods belonging to us (e.g. attachments).

(3) Where the client acts contrary to the contract, in particular if claims which are due for payment are not paid as per the contract, we are entitled to cancel the contract according to the statutory regulations and to request that that the goods are handed over owing to the reservation of title. Any demand for the return of goods shall not be deemed to include a simultaneous declaration of withdrawal; instead we shall be entitled to only claim return of the goods and reserve the right of withdrawal. If the customer does not pay the purchase price due, we may assert these rights only if we have first set the customer an appropriate time limit for payment without result or if setting a time limit may be dispensed with according to the provisions of law.

(4) The customer is entitled to sell or process the goods under retention of title in the ordinary course of business. In this case the following provisions shall apply in addition:

- (a) Reservation of ownership shall also apply to goods resulting from the processing, mixing or combining of our goods in their full amount, whereas these processes are performed on our part so that we are considered as manufacturer. If the ownership rights of third parties remain in existence during the processing, mixing or combination with their goods, we shall acquire co-ownership in relation to the objective value of these goods. Incidentally the same shall apply to the produced product as to the goods delivered under reservation of title.
- (b) The buyer hereby now already assigns the claims against third parties, which are established from the resale of the goods or production total or in the amount of our possible co-ownership share, to us as collateral according to the aforementioned paragraph. We herewith accept such assignment. The customer's duties under number 7.2 hereof also apply to the claims assigned.
- (c) Beside us the customer remains authorized to collect the claims. We engage to leave the claim uncollected for as long as the customer fulfils their obligations of payment towards us, there is no lack of his financial capacity occurs and as long as we do not claim the reservation of title by any other rights under number 7.3. of these GTC. Should this be the case, however, we may demand that the customer discloses to us the assigned claims and their debtors, that he provides all necessary information and surrenders all appropriate documents and that he notifies the debtors (third parties) of the assignment. Furthermore, we have the right to revoke the customer's authority for resale and the right of processing for the goods subject to retention of title.
- (d) If the realizable value of the securities granted exceeds our claims against the customer by more than 20%, we shall be ready at the customer's request to release securities of our choice.

8. Warranty claims of the customer

(1) The rights of the customer concerning material defects and defects of title (including incorrect and short deliveries as well as improper installation or inadequate operating installation instructions) are subject to the legal regulations as long as no alternative is defined hereinafter. The special provisions on final delivery to a consumer (supplier recourse pursuant to §§ 478,479 German Civil Code) shall remain unaffected at any time.

(2) The primary basis of our liability for defects shall be the agreement made concerning the quality of the goods. All product descriptions serve as an agreement about the quality structure of the products which are the object of the individual contracts, while there is no difference whether the respective product description originates from the customer or from us.

(3) The validity of any claims on the part of the customer shall be contingent on the customer having duly fulfilled his obligation to inspect the merchandise and to notify us of any defects, as required by § 377 of the German Commercial Code. If a defect is determined during the inspection or subsequently then this is to be reported to us immediately in writing. At the same time, the same shall be reported in respect of the carrier. The report is deemed as immediate if it is made within two weeks whereby the timely despatch of the report is sufficient in order to safeguard the deadline. Irrespective of this obligation for inspection and reporting of complaints the customer must report obvious defects (including false and shortfall in delivery) within two weeks from delivery in writing whereby the timely despatch of the report is also sufficient here in order to safeguard the deadline. If the customer fails to carry out the proper inspection and/or report defects our liability for the defect which was not reported is excluded.

(4) If the delivered object is faulty we can initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a faultless object (substitute delivery). Our right to refuse the chosen type of subsequent performance under the statutory prerequisites remains unaffected. We are entitled to make the owed subsequent performance dependent on the fact that the customer pays the due purchase price. The customer is however entitled to retain a part of the purchase price which is proportional to the size of the defect.

(5) The customer has the duty to give us the time and occasion for the subsequent costs owed, especially to hand over the faulty goods for inspection reasons. In the event of the substitute delivery the customer must return the faulty object to us according to the statutory regulations. The supplementary performance does neither constitute the disassembling of the defective goods nor the reinstallation, if we initially were not obliged to install.

(6) We will cover the expenses necessary in connection with examination and subsequent performance, in particular as regards transport, travel, labour and materials if a defect does indeed exist. In the event of the unauthorised application of rights from defects, the buyer is obligated to compensate all the costs incurred (in particular costs for testing and transportation), unless the defect was not identifiable for the customer.

(7) If the subsequent solution fails or a reasonable deadline which is to be set by the customer for the subsequent solution expires unsuccessfully or it is dispensable according to the statutory regulations the customer can cancel the purchase contract or reduce the purchase price. This right of withdrawal does not exist with an insignificant defect.

(8) Claims of the customer for damages or reimbursement of fruitless expenses shall only exist according to number 9 of these GTC and are incidentally excluded, even if defects are present.

9. Other liability

(1) Unless nothing else results from these GTC including subsequent clauses, we will be liable for violation of the contractual and non-contractual duties according to the legal regulations.

(2) We shall be liable for compensation - on any legal ground - in the scope of fault-based liability in case of intent or gross negligence. In cases of minor negligence, we are only liable within a milder standard of liability in accordance with the statutory regulations (e.g. for the care in our own affairs) for:

- (a) damages resulting from the destruction of life, personal injury or health damages
- (b) damages from the breach of an essential contractual duty (obligation, the satisfaction of which only enables the proper execution of the contract at all and with which the contractual partner relies and may as a rule rely on its compliance); in this case our liability is however limited to the reimbursement of the foreseeable, typically occurring damages.

(3) The limitations of liability stated in No. 9.2 of these General Terms and Conditions do also apply for breach of duty through or in favour of persons, which faults according to the statutory regulations we are entitled to be liable for. They do not apply in those cases in which we have maliciously concealed a defect or have furnished a guarantee for the condition of the goods as well as for claims of the customer in accordance with the law on liability for defective products.

10. Limitation

(1) Notwithstanding § 438 Par. 1 No. 3 of the German Civil Code, the general statute-of-limitations for claims from defects of quality and title is one year from delivery. If acceptance has been agreed, the limitation period begins with the acceptance.

(2) The above-mentioned limitation period shall also apply to the consumer's contractual and extra contractual compensation claims based on defective goods, except if the use of the standard legal limitation period (§§ 195, 199 of the German Civil Code) results in a shorter limitation period in individual cases. Apart from that, the statutory limitation periods according to number 9.2.1 and 2 of these GTC as well as according to the German Product Liability Act apply exclusively for damage claims of the buyer.

11. Choice of law, place of performance, jurisdiction

(1) The subject General Terms and Conditions and all legal relations between us and the customer shall be governed by the law of the Federal Republic of Germany under exclusion of international uniform law, in particular of the UN Sales Convention. The place of performance for all services made by the customer is Hamburg.

(2) If the customer is a merchant in terms of the German Commercial Code or if the customer is a public corporation or public asset, our registered office in Hamburg is the exclusive - and also international - place of jurisdiction for all disputes arising from this contractual relationship. This shall also apply if the customer is an entrepreneur within the meaning of § 14 of the German Civil Code. However, we are also entitled to take action at the general legal venue of the customer. Statutory regulations of prime importance, in particular exclusive jurisdictions, remain unaffected.

Hamburg, July 2016