

Translation Dutch to English

GENERAL CONDITIONS OF SALE AND DELIVERY MICROSCOPE 4 DENTAL

Art. 1 - Definitions

In these General Terms and Conditions:

Seller: Microscope 4 Dental at Gees, The Netherlands, registered at the Chamber of Commerce under number KvK 61563382;

Buyer: a counterparty of Seller;

Agreement: the agreement between the Seller and the Buyer, including the delivery of products by the Seller;

Quotation: every offer or quotation from the Seller to the Buyer for, among other things, the delivery of products

Product/Products: each and every product, every/all part/parts of products, that Seller offers, sells and/or delivers to Buyer or has offered, sold and/or delivered;

Art.2 - Applicability and additions

2.1 These General Terms and Conditions apply exclusively to all offers/quotations and Agreements of the Seller, including negotiations and applications for a Quotation by the Buyer, as well as to any follow-ups or expansion resulting from an existing Quotation and/or Agreement. The applicability of deviating provisions, particularly with regards to the general terms and conditions of the Buyer, is expressly excluded.

2.2 In the event of invalidity of one or more provisions of the General Terms and Conditions, the remaining provisions shall remain in full force.

2.3 In the event any provision of the General Terms and Conditions of Sales and Delivery shall be held to be entirely or part wise invalid, it shall be complied with as much as possible. In such an event, all other provisions of the General Terms and Conditions will remain in full force, and the invalid, non-binding provisions will be replaced by Buyer and Seller, with one or multiple new provisions that adhere as closely as possible to the contents of the original provision.

2.4 The Buyer expressly agrees that these General Terms and Conditions will also apply to all subsequent agreements, follow-up orders, and new agreements to be concluded with the Seller.

Ar.3 - The (formation of the) Agreement, Offers and orders

3.1 All Quotations of Seller, be they verbal, written, or via website(s), and all other expressions by Seller, are without obligation, and no rights can be derived from this by the Buyer. Quotations also include any attachments, such as price lists, brochures, statements on the Seller's website(s), and other data.

3.2 The contract is concluded if Buyer places an order with Seller, and Seller accepts the order. An order shall be deemed to have been accepted if it has been confirmed either in writing, or digitally to Seller, by Buyer or if Seller has made a - knowable by Buyer - start in fulfilling the Agreement, or has already delivered the products to Buyer.

3.3 The applicability of article 6: 227b section 1 BW is expressly excluded.

3.4 Buyer and Seller are bound by Agreements concluded by authorized persons, and by persons from whom the Seller and Buyer may assume that they were authorized to do so.

3.5 Changes and additions to a provision of the Agreement and/or to these General Terms and Conditions, are only valid after written confirmation by Seller.

3.6 In the event that Buyer does not accept the Quotation from Seller, Seller has the right - unless otherwise agreed upon- to charge Buyer for all costs incurred in drawing up the Quotation.

3.7 In the event of contradictions or inconsistencies between the Agreement and these General Terms and Conditions, the provisions of the Agreement will prevail.

Art.4 - Orders, Prices, and risk (transit)

4.1 All deliveries by Seller to an address provided by Buyer within the Netherlands shall take place *ex works* 'business address' of Seller in accordance with Incoterms 2010, unless expressly agreed otherwise. Shipping and/or transport is at the expense and risk of Buyer.

4.2 Seller's prices exclude packaging costs, VAT, and other government imposed taxes or levies.

4.3 If, during the execution of the Agreement, the prices of Products and/or Services and/or other price-determining factors increase due to factors outside of Seller's control such as, among other things, raw material prices, energy prices, currency fluctuations, taxes, levies, import duties, transport costs, packaging costs, and insurance rates, Seller, regardless of the reason, will be entitled to an increase of the price of the Products and/or Services, unless otherwise agreed upon beforehand. In the event that the price increase exceeds 15%, Buyer is entitled to dissolve the Agreement within 14 days of receiving written notification of this price increase by Seller.

4.4 If an amendment or addition to the Agreement is agreed upon at the request of Buyer, Seller is entitled to increase the agreed upon price. If Seller does not receive the instructions from Buyer in time, then Buyer will compensate Seller for any resultant costs.

Art.5 - Delivery Terms

5.1 Seller must adhere to delivery terms as closely as possible, though said terms are always approximate.

5.2 Seller is not liable in case of untimely delivery. In case of delays the delivery time will be updated accordingly and Buyer will be notified of this by Seller as soon as possible.

5.3 Seller is in no way liable for any damage whatsoever, incurred by Buyer or any third party, arising from eventual delayed delivery of Products, unless a written agreement was established beforehand. Delayed or Incomplete delivery are not grounds for dissolution of the Agreement by Buyer.

5.4 When establishing the time of delivery of the Products, Buyer proceeds on the assumption that the circumstances communicated by Buyer during the creation of the quotation/Agreement, are accurate. Should circumstances change, Seller reserves the right to change delivery conditions of the Product, such as general delivery time frame and delivery time.

5.5 Buyer must be there to receive the goods at the agreed place/places the first time Seller either delivers them or has them delivered, or at the moment that they are made available to Buyer in accordance with the Agreement. If the Buyer fails to do so, the resulting costs for storage and handling will be borne by Buyer. If the Buyer fails receive the delivery of the Products for a period of time exceeding fourteen (14) days after delivery, Seller may terminate the Agreement prematurely, without prejudice to his right to compensation, and without prejudice to his other statutory and contractual rights.

Art.6 - Retention of Title and other securities

6.1 All Products supplied by Seller, at any time, remain Seller's property until all payments owed by Buyer to Seller in accordance with article 92, book 3 BW, for

whatever reason, and regardless of the due date, including, interest, and costs, have been fulfilled.

6.2 Prior to full payment, Buyer is not authorized to pledge the Products to third parties or to transfer possession thereof, with the exception of Products delivered by Seller, which Buyer transfers in the context of normal business operations. Should this provision be violated, Seller will be entitled to take back, or have collected, all Products delivered by Seller, without needing authorization to do so from either Buyer or a judge, from the location where these Products are stored. In such a case, every outstanding debt owed by Buyer, to Seller, will be immediately due in full.

6.3 Buyer must store the Products delivered under retention of title with the necessary care and as recognizable property of Seller. Buyer is obliged to insure the Products against fire, water, and explosion damage as well as against theft and to provide Seller with insight into these insurance policies upon Seller's first request.

Art.7 - Force Majeure

7.1 Seller cannot be held liable in case obligations of an Agreement cannot be fulfilled due to force majeure. Force majeure is understood here to entail any circumstance, including, but not limited to, ice conditions, extreme weather conditions, terrorist attacks, flooding, legal restrictions, strikes, government measures, supply delays (including raw materials), export bans, riots, war, mobilizations, transport obstructions, machine defects, supply chain problems with regards to energy and materials, import restrictions, fire, and all other forms of force majeure that neither Seller or Buyer, respectively, could have reasonably accounted for, and as a result of which the normal enactment of the Agreement cannot reasonably be expected by the other party.

7.2 A situation of force majeure does not relieve Buyer from any payment obligations, nor does it entitle Buyer to suspend payment obligations towards Seller.

7.3 In the event of force majeure, Seller can suspend existing obligations of the Agreement, without Buyer being entitled to any compensation. The delivery times stated in the Agreement will be extended by the duration of the delay that the force majeure has caused. In the event of force majeure, Buyer and Seller must make arrangements regarding the continued execution of the relevant Agreement.

7.4 If the force majeure situation lasts longer than three (3) consecutive months, or if there is force majeure and compliance is, or becomes permanently impossible, both Seller and Buyer are entitled to dissolve the Agreement with immediate effect by sending written notification to the other party, with which the relevant Agreement (for the non-executed part) will be terminated. Neither party shall have any further obligations based upon the terminated Agreement, with the exception of possible (payment or other) obligations regarding Products already delivered.

Art.8 - Payment

8.1 Payment should be settle within eight (8) days, without any right to discounts or settlements, in the manner specified by Seller, unless previously agreed on differently in writing.

8.2 Both before and during the execution of the Agreement, Seller reserves the right to require payment in cash, advance payment, or deposits from Buyer. Should Buyer fail to provide the requested deposit within the allotted time, this dereliction of their obligation to comply entitles Seller to immediately, without prejudice to his other rights, suspend the further execution of the Agreement and all amounts owed by Buyer to Seller, for whatever reason, shall be immediately due and payable in full.

8.3 Should Buyer neglect, in any way, their duties as specified in the Agreement, be it via a refusal to pay, a request for suspension of payments, seizure of assets, liquidation of assets or of Buyer's business, all contractually owed costs to Seller, by Buyer, will be immediately due and payable in full. Seller reserves the right in such cases to retrieve

products yet to be paid for, without prejudice to his rights stemming from the failure of Seller to fulfil their obligations.

8.4 Should any invoice not be settled by Buyer in a timely manner, they are considered in legal dereliction of their financial duties, and all Buyer's outstanding claims will be immediately due and interest for the delay equal to the statutory commercial interest specified in article 6: 119a Civil Code plus 3%.

8.5 All payments made by Buyer first serve to settle any interest and costs owed, and then outstanding invoices, in chronological order of which invoice is the longest standing.

8.6 The full extrajudicial costs stemming from any necessary debt collection, or from partially incomplete invoice payments, are to be paid by Buyer. These costs will be calculated in accordance with the debt collection fees of the Dutch Order of Lawyers at a minimum amount of € 500,-- per invoice.

8.7 Buyer owes Seller reimbursement for all incurred arbitration costs, including those not designated by a judge, including the costs of legal counsel, unless Buyer is solely determined guilty in any eventual arbitration outcome.

Art.9 - Intellectual property/information provided by Seller

9.1 Insofar as Seller is entitled to any intellectual property rights with regards to the Products, among which are drawings, designs, (technical) documentation, building specifications, computer programs, as well as any carriers of these rights, Seller will retain possession of these rights even after sale of any Products encompassed by these rights, unless expressly agreed upon otherwise in writing. Delivery of Products to Buyer does not entail a transferral of Intellectual property rights, meaning that Seller is prohibited to imitate (or have imitated) the Products or any individual components, either directly or indirectly. Buyer shall owe Seller an immediately due and payable fine of € 25, 000 per occurrence, without prejudice to Seller's legal rights to claim compensation for damages incurred due to the violation.

9.2 offers made to Buyer by Seller as well as designs, images, drawings, (test) models), (computer) software, technical specifications and the like and/or other data, only count as approximate descriptions of the Products. The data referred to in this Agreement, nor any potential rights derived from it, are transferred to Buyer. Such data needs to be immediately returned to Seller upon first request by Buyer, at Seller's expense. Seller is not liable with regards to the usage of the aforementioned data by Buyer, unless otherwise expressly agreed upon in writing.

Art.10 - Reclamation

10.1 Buyer is to thoroughly inspect the Products immediately after receiving them, waiving any rights granted by defect(s) and/or shortcoming(s) of Products, if Seller does not receive written notification within fourteen (14) days of Buyer discovering, or being reasonably expected to be able to discover, the defect(s) and/or shortcoming(s).

10.2 Buyer must file complaints about (the amount of) an invoice to Seller in Writing, under punishment of a waiving all rights Buyer is due, within the payment terms disclosed to Buyer, by Seller.

10.3 Any reclamations or disputes, regardless of their nature, do not grant Buyer the right to delay payment.

Art.11 - Warranty

11.1 Unless otherwise agreed upon in writing, Seller will guarantee the quality of the Products for a period of three year (36) months after delivery, insofar as it concerns an inspection in accordance with article 10 of the General Terms and Conditions' stated perceptible shortcomings.

11.2 Buyer is to file a claim with Seller within the space of seven (7) days of discovering the perceptible shortcoming, and in accordance with article 11.1, but expressly before

expiry of the deadline mentioned in article 11.1, and on the condition that the grounds for this claim are made clear to Seller.

11.3 Should Seller choose to accept a claim made by Buyer in accordance with article 11.1, then on Seller's own terms, he may choose to repair, replace, or take back the Product and refund Buyer the price of purchase. Should it concern a Service, then Seller will be expressly and solely obliged to either partially or fully Provide the Service in question again. Should Buyer choose for the sound delivery of the service, then Seller will be at liberty to decide the time and manner in which said service will be provided/delivered.

11.4 Return shipping without previous written consent from Seller is prohibited. Buyer is responsible for both the risk and costs of returns. Should permission be granted by Seller for a return shipment, and Buyer's claim accepted by Seller, then Seller will refund the return costs to Buyer. Seller reserves the right to attribute the risks and costs for unauthorised return shipments to Buyer, be it due to non-authorised returns, or claims which have not been accepted by Seller as valid.

11.5 Seller does not provide any warranty under Article 11.1 of the General Terms and Conditions if:

(a) the defect, in whole or in part, is the result of normal wear and tear, improper, or careless use of the Product(s), external circumstances, water damage, natural disasters, internal or external relocation, an update and/or upgrade of the equipment, or the associated software ,;

(b) the Product has been altered, modified, repaired, used, or processed by the Buyer or by third parties;

(c) a perceived shortcoming amounts to a minor deviation in quality, colour, finish, dimensions, and/or composition, which is within acceptable margins, or if a shortcoming/defect was technically unavoidable;

(d) the defect is the result of mechanical damage (e.g. the breaking off of plugs, cables, etc.) and/or damage to the packaging;

(e) the manufacturer's and/or type designation is worn or otherwise unreadable, or the warranty seals have been broken or damaged

11.6 The General Terms and Conditions denoted in 11.1 up to and including 11.5, apply in the circumstances that Buyer should make any claims on the grounds of underperformance, non-conformity, or on any other basis whatsoever.

11.7 Buyer may only appeal to the options outlined in 11.1 of the General Terms and Conditions if Buyer has fulfilled all obligations outlined in the General Terms and Conditions.

Art.12 - Seller Liability

12.1 Seller is, under no circumstance, liable for any damages incurred by Buyer due to late, erroneous, or faulty delivery, with the exception of verifiable, conscious recklessness by Seller, be it personally or by Seller's managerial subordinates. Seller's liability will in all cases be limited to the his warranty obligations as outlined in 11.1 of the General Terms and Conditions. Seller is not liable for indirect damage suffered by Buyer, including but not limited to consequential and/or collateral damage such as loss of profit, loss of interest, or immaterial damage. Furthermore, Seller is never liable for damage that originates from information provided by Buyer orally, in writing, or otherwise, including, but not limited to, information regarding practice classification, specifications, dimensions, set-up, equipment already present.

12.2 Without prejudice to Article 12.1, in the event of late, incorrect, or inadequate delivery or defects of, or to Products delivered by Seller, Seller is in no way liable for the damage caused by Seller's employees, proxies engaged by Seller, or by companies belonging to the same organisation (concern) as Seller.

12.3 A claim by the Buyer pursuant to this Article 12 lapses one year after the date on which the Buyer encounters the damage or the negative effects of said damage have manifested.

12.4 Without prejudice to the provisions of paragraphs 12.1 up to and including 12.3, the liability of Seller is limited to the extent of damage against which Seller is insured by an insurance policy taken out by or on behalf of Seller, never for an amount in excess of the amount that this insurance will cover. If the insurer of Seller - for whatever reason - fails to pay insurance payments, or if the relevant insurance of Seller does not cover the case at hand, then the liability of Seller shall be limited to a maximum amount per event of 15% of the amount invoiced by Seller to Buyer (excluding VAT) pertaining to the relevant Agreement between Seller and Buyer. If the Agreement consists of parts or partial deliveries, then Seller's obligation to pay compensation is limited to a maximum of 15% (excluding VAT) of the order sum of that particular part or part delivery.

12.5 Without prejudice what has been established thus far in article 12. Seller is not liable for any damages resulting from:

(a) Improper usage of Products and/or Services for purposes other than what they are intended for, using them unprofessionally, inappropriately, or storing Products improperly;

(b) Products that have been resold, modified, or repackaged for whatever reason this may be

(c) violation of instructions provided either by Seller or relevant third parties with regards to proper maintenance of Products.

12.6 Buyer indemnifies Seller, its employees, and those involved in the execution of the Agreement against all third-party claims, irrespective of their reasons and/or basis, related to the Agreement and its execution in any way, shape, or form. Buyer will fully compensate all damages and costs incurred by Seller or Seller's affiliated third parties, if and insofar these damages have not been denoted by the Agreement to be taken care of by Seller.

Art.13 - Disputes

13.1 The General Terms and Conditions, the Agreement, and other agreements arising from or in connection with the Agreement will exclusively be governed by Dutch law. Applicability of the UN Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention/C.I.S.G.) is expressly excluded.

13.2 All disputes relating to these General Terms and Conditions, an Agreement, or further agreements that may result, shall be settled exclusively by the relevant court in Amsterdam.

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