

TERMS AND CONDITIONS OF SALE

1. Applicability

- 1.1. All sales of products manufactured or distributed by Dentsply Sirona Inc. or one or several of its global affiliates ("Seller") are made on these terms and conditions ("Terms"). In these Terms, products that Seller sells are called "goods" or "products," and the purchaser of the goods is called "Buyer".
- 1.2. No pre-contract statement, representation or warranty given or made by or on behalf of Seller shall apply. Any variation of these Terms in any document of Buyer is inapplicable unless accepted in writing by Seller.
- 1.3. If Buyer has not otherwise agreed to these Terms, then Buyer's acceptance of or payment for the goods constitutes Buyer's agreement to these Terms. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Orders

- 2.1. No contract for the supply of goods shall become binding until Seller accepts an order placed by Buyer.
- 2.2. Once Buyer is in receipt of Seller's acceptance, it must be checked and any anomalies advised to Seller in writing immediately. Should any changes or cancellations be required, Seller will try to comply with the request but this is not guaranteed.

3. Delivery; Risk of Loss

- 3.1. Unless otherwise specified in writing by Seller, all goods are delivered Ex Works (Incoterms 2010) and risk of loss passes to Buyer upon delivery of the goods at the specified delivery point.
- 3.2. Where Seller agrees to deliver or arrange for delivery of the goods to Buyer the goods shall be delivered to the place or places specified in the order or as subsequently agreed in writing.
- 3.3. Any time of delivery given by Seller is given as accurately as possible but is not guaranteed. Seller shall not be liable for any loss, loss of profit, damage or expense whatsoever arising either directly or indirectly out of any delay in delivering the goods.
- 3.4. Back orders may be shipped pre-paid by Seller. Any requests for expedited or rush delivery of backordered items will be paid for by Buyer.
- 3.5. Seller may, in its sole discretion, without liability or penalty, make partial shipments of the goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

4. Retention of Title

- 4.1. Notwithstanding any passing of risk in the goods to Buyer in accordance with paragraph 3.1, until full payment has been received by Seller for all goods supplied by Seller to Buyer under any order, title to the goods shall remain solely and absolutely in Seller as legal and equitable owner. Until such time as title to the goods passes to Buyer, Buyer shall store the goods separately or in some other way ensure that they are readily identifiable as the property of Seller; and Buyer irrevocably authorizes Seller's representatives to enter upon Buyer's premises where the goods are or are thought by Seller to be stored for the purpose of repossessing them and subsequently reselling them.

5. Prices

- 5.1. Seller's prices are net 30 days from date of invoice or as otherwise agreed between Seller and Buyer.].
- 5.2. All Prices are exclusive of all sales, use and excise taxes (including VAT), and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

6. Payment

- 6.1. Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice or as otherwise agreed.
- 6.2. Where both parties agree in writing that delivery or collection is by instalments, Seller may issue separate invoices for each instalment, each invoice being payable separately.
- 6.3. Seller shall be entitled in the event of any breach of paragraph 6.1 above and without any liability whatsoever to Buyer to stop or cancel delivery of any goods sold or agreed to be sold to Buyer.

7. Inspection and Rejection of Nonconforming Goods

- 7.1. Buyer shall inspect the goods upon within 10 days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's order; or (ii) product's label or packaging incorrectly identifies its contents.
- 7.2. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship the Nonconforming Goods, at its expense and risk of loss, to Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the agreed delivery point.
- 7.3. The remedies set forth in paragraph 7.2 are Buyer's exclusive remedies for the delivery of Nonconforming Goods and Buyer otherwise has no right to return goods to Seller.
- 7.4. Defects in goods contained in any shipment of goods by Seller shall not be grounds for cancellation by Buyer of the remainder of the order.

8. Limited Warranty

- 8.1. Goods are warranted against defects in material and workmanship for a period of 6 months from the date of delivery, unless otherwise stated or agreed. Any goods accepted by Seller as being defective will be repaired, replaced or credited at Seller's discretion.

- 8.2. EXCEPT FOR THE WARRANTY SET FORTH IN PARAGRAPH 8.1, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 8.3. Seller shall not be liable for a breach of any warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within 30 days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such goods and Buyer (if requested to do so by Seller) returns such goods to Seller at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the goods are defective.
- 8.4. Seller shall not be liable for a breach of any warranty if: (i) Buyer makes any further use of such goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, use or maintenance of the goods; or (iii) Buyer alters or repairs such goods without the prior written consent of Seller.
- 8.5. Subject to paragraphs 8.3 and 8.4 above, with respect to any such goods during the warranty period, Seller shall, in its sole discretion, either: (i) repair or replace such goods (or the defective part) or (ii) credit or refund the price of such goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such goods to Seller.
- 8.6. THE REMEDIES SET FORTH IN PARAGRAPH 8.5 SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN PARAGRAPH 8.1.

9. Limitation of Liability

- 9.1. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 9.2. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS.
- 9.3. The limitation of liability set forth in Paragraphs 9.1 and 9.2 above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct or (ii) death or bodily injury resulting from Seller's acts or omissions.

10. Force Majeure

Seller shall not be liable to Buyer or considered to be in default under these Terms for any failure or delay in performance caused by events beyond its reasonable control, including, but not limited to, labor force strikes, natural disasters, acts of God, war, acts of terror, national emergencies, severe or extreme weather conditions.

11. Governing law

These Terms shall be governed by and construed in accordance with the laws of the country where the applicable Dentsply Sirona affiliated company (Seller) is incorporated .