

# **Kauwerk e.K. General Trading Conditions**

## **1. General**

1.1. All orders for dental services on the part of **Kauwerk** shall be carried out according to these General Terms and Conditions of Business. The General Terms and Conditions of Business apply to the entire duration of the business relationship, even if payment is made to third parties. Contractual agreements must be in written form. Oral agreements shall not be effective. The parties agree that conclusive revocation of the requirement of written form shall not take place through oral accords. In the case that any individual provision is or becomes ineffective, the other provisions shall remain effective and binding.

1.2. The Client is aware that the products supplied by the Contractor are manufactured abroad unless an express agreement has been made otherwise. All products supplied comply with the German standards of quality.

## **2. Prices**

2.1. The costs of the dental services shall be calculated at the prices valid on the date of delivery and/or performance according to the price list, plus the statutory value added tax.

2.2. Cost estimates are based on the price list valid on the date of issue of the former and are non-binding. Because of the materials used for production (ceramics, precious metal and the like), cost increases may occur between the cost estimate date and the delivery date. The Client shall agree to an increase in the offer price quoted in the cost estimate of up to 5% without any requirement of special information provided by the Contractor. If the offer price indicated in the cost estimate increases by more than 5%, the Contractor shall inform the Client about this, indicating the reason. The Client has the right to object to the price increase within 10 days from the date of the letter of information. After that the increased price shall apply as approved. If the Client objects to the price increase and no agreement is reached between the contracting parties, the Client has to reimburse the Contractor for all costs incurred up to that time.

## **3. Terms of delivery**

3.1. Shipment shall be made by **Kauwerk**. The **Kauwerk** reserves the right to make delivery dependent on advance payment of the invoice amount or to send the shipment COD (cash on delivery). It is not necessary to state a reason for this.

3.2. Shipment within Europe shall be made at the expense and risk of the Client or via pickup order by notifying dentaltrade by telephone.

## **4. Time of delivery**

4.1. The indicated period of delivery is not binding. The Contractor shall not be in delay of delivery until after receiving a reminder and fixing of a time limit with warning of rejection that may not be declared in a letter.

## **5. Liability**

5.1. The Client has to check the work for accuracy and completeness immediately after receipt. Complaints must be communicated promptly by the Client in writing. The Client has to provide the necessary working models for reworking or replacement delivery. In the case of inaccurate fit, the notice of defect must be given within 10 days of receipt of the work while submitting the initial models: new impressions must be enclosed or subsequently submitted without delay.

5.2. Warranty claims shall be limited to reworking and price reduction.

5.3. Claims for damages shall be excluded unless they are based on a grossly negligent breach of contract on the part of a legal representative or vicarious agent of the Contractor.

5.4. Claims against the Contractor shall expire by limitation within two years of delivery of the work if not otherwise agreed upon.

## **6. Working documents**

6.1. All work shall be performed with utmost care. However, the Contractor has no influence on the quality of the models and impressions submitted. These documents are of decisive importance for the fit in the mouth. Working documents that appear defective can therefore be sent back in consultation and coordination with the Client. In every case the Client shall be responsible for the consequences of defective models and impressions.

## **7. Material and accessories provided**

7.1. Materials (precious metals, teeth, etc.) or accessories (finished parts, e.g. attachments, joints, etc.) supplied by the Client can be subjected to a processing surcharge to the standard amount in the trade. The Contractor shall not be liable for failures due to defective materials or accessories supplied by the Client. The Contractor shall be responsible for safekeeping of the materials or accessories supplied by the Client while exercising the same care as in the Contractor's own matters.

## **8. Payment**

8.1. Monthly invoices with a term of payment of 10 days. Individual invoices shall be due at the end of the month with the collective rendering of accounts. In the case of payment within the term of payment, the Client shall be granted a discount of 3% on the relevant amount. Material is excluded from the discount. Payments that are made via direct debit authorization by means of credit cards are excluded from the discount. In the case of delay of payment, interest on arrears to an amount of 8 percentage points above the respective base interest rate (Section 288 subsection 2 of the German Civil Code [BGB]) shall be due, but at least to an amount of 9.5%.

8.2. The Client can set off claims for payment of the Contractor only against undisputed and legally established receivables.

8.3. The Contractor can assign his accounts receivable from the Client to a factory company that supersedes him as holder of the claims. The claims for payment of **Kauwerk** shall expire on such assignment. The invoice amounts must then be paid to the factoring company. Discounts granted shall not be affected by the assignment.

8.4. International payments are to be made by Visa-Card or advanced payment. There are no discounts on any international payments. The currency for any international invoicing and payment is EUR. Goods are only being shipped after receipt of payment.

## **9. Obligation to take delivery**

9.1. Placement of an order with dentaltrade GmbH & Co. KG shall become binding when the Client sends the order form. The Client shall assume costs incurred due to refusal to take delivery.

## **10. Retention of title**

10.1. Title to all work supplied shall be retained until complete payment of Kauwerk all accounts receivable, including the accessory claims ensuing from the business relationship.

10.2. On placement of the order the Client shall assign accounts receivable that he has acquired in performance of his professional activities or gainful employment to the Contractor to the amount of the total laboratory order. Claims and objections of the patient vis-à-vis the Client are irrelevant to the Contractor.

## **11. Place of performance and jurisdiction**

11.1. The laws of Germany shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply. The place of performance for all liabilities between the contracting parties based on contracts and the place of jurisdiction is Wuppertal, Germany.