

# ***Terms and Conditions of 3D medical print KG***

*As of: Juli 2016*

The following terms and conditions apply only to businesses. They are an integral part of all present and future agreements and contracts concluded with us. They apply especially for sales and delivery contracts and for consulting services furnished by us in this context.

The purchaser agrees with these conditions by accepting them without objection. This applies for any subsequent transactions as well. Collateral oral agreements, exclusions, changes or additions to these Terms and Conditions, as well as contracts concluded based on them are not valid unless explicitly confirmed in writing by the 3D medical print KG. This is true too, for the repeal of the requirement of written form. The validity of deviating general terms and conditions of the customer are hereby excepted also in the event that they are communicated to us in a letter of confirmation or otherwise.

The unconditional delivery of goods and services and receive payments on our part means no acknowledgment of deviant provisions.

## ***1. Tenders and Contracts***

Our offers are not binding, a contract is valid only through our written confirmation or if orders have been executed by us. Returns and statements of the customer after the conclusion of contract are effective only if made in writing.

## ***2. Prices and Payment Terms***

All prices are "ex Lenzing" excluding packaging, plus applicable VAT.

The invoices of 3D medical print KG, unless agreed otherwise, are payable within 10 days of invoice date, without deduction. In case of late payment the 3D medical print KG reserves the right to levy interest at the rate of statutory overdraft.

## ***3. Deliveries, Transport Insurance and Contractor's Co-operation Obligation***

The shipment of goods takes place at the expense and risk of the buyer, packing and shipping at our discretion. The goods are generally shipped with transport insurance up to a merchandise value of € 520.00. In EU countries the goods are insured up to a value of € 15,000.00 upon request. The costs, 3% of merchandise value is borne solely by the consignee. Provided no specific instructions are given by the customer, the 3D medical print KG and its supplier is entitled to cover the Transportation Security or insurance on his behalf.

The 3D medical print KG or its supplier is liable to the extent that the insurer and its consignors are liable. Any costs incurred will be charged at cost price. Only the quantities or weights found on disposal by the 3D medical print KG or its suppliers apply for the calculation. Failure to comply with specified deadlines does not entitle the client to withdraw or to claim damages. The limitation of liability does not apply if the delay was intentional, due to gross negligence or a material violation of obligations.

The scope of our delivery obligation arises solely from the contract concluded with us. Design, shape and colour changes based on technical improvements or on requirements of the law are subject to the provision that the changes do not materially or otherwise prove unreasonable for the customer. Should partial deliveries be reasonable for the customer, they can be made and will be billed. Specifying deadlines are generally subject to contractual cooperation of the Purchaser. Compliance with our delivery obligation requires the timely and proper fulfilment of the obligations of the Buyer.

Unavailability of the goods entitles the 3D medical print KG to withdraw from all or part of the contract.

The 3D medical print KG is obliged to inform the buyer immediately about the unavailability and to reimburse him for possible considerations already performed without delay.

## ***4. Place of Performance and Packaging***

Place of performance is the registered office of the 3D medical print KG. Unless the order confirmation states otherwise, delivery "ex Lenzing" is being agreed upon. Risk is carried the customer even with carriage free delivery when the products are taken to shipment. In accordance with the packaging regulations tertiary and other packaging are not redeemed, the buyer is obliged to arrange for disposal of the packaging at his own expense.

## ***5. Retention of Title***

The goods remain property of 3D medical print KG until full payment of all accounts resulting of the business relationship with the 3D medical print KG including all claims arising in the future, as well as any ancillary claims - and until checks or drafts handed over have been cashed in The itemisation of claims in a current invoice or the calculation of a balance and its acknowledgement do not abrogate the retention of title. The retention of 3D medical print KG also covers new things developed by working, processing or bonding on the value share (= gross invoice value including charges and taxes) of the goods. The buyer may sell the reserved goods only in the ordinary course of business.

He is not entitled to pledge the reserved goods to third parties or by way of security. The seller cedes the claims resulting from the resale to third party for safeguarding to the medical 3D print KG in the amount of the claims of the 3D medical print KG at the time of concluding the purchasing contracts with his customers.

He remains entitled to collect these debts even after their cession. The warrant of 3D medical print KG to collect the receivables herself remains unaffected. The Purchaser shall notify the assigned claims and the debtors upon request of 3D medical print KG, make all information necessary for collection available, hand over the associated documents and inform the debtors of the cession.

## ***6. Withdrawal in Case of poor Credit Standing***

Should it be determined after signing the contract or after delivery of the goods that the customer is not creditworthy, or should a reduction of its credit worthiness occur in the course of processing the contract, then the 3D medical print KG is entitled to withdraw from the contract or to require immediate payment of delivered goods and prepayment for goods to be delivered, including cash collateral of drafts with later maturity. This is especially true in case of default.

In the case of redemption the purchaser hereby irrevocably authorizes 3D medical print KG or its lawyers to enter his business and storerooms freely and to take the goods. The Purchaser may neither assign nor pledge goods or goods produced from them without our consent, if and as long as we retain ownership, Financing agreements (e.g. leases) or partial payments, which include the transfer of the reserved rights of the 3D medical print KG, require the prior written consent of 3D medical print KG, unless the contract requires the financial institution to pay the rightful purchase price share directly to the 3D medical print KG. In case of seizure or other interventions by third parties, the customer must inform the company 3D medical print KG in writing and without delay. He is prohibited from making agreements with its customers, which could affect the rights of 3D medical print KG. The 3D medical print KG is obliged to release the securities due upon the buyer's request and at its discretion insofar as the realizable value of the collateral surmounts the secured claims by more than 20% or their nominal value by more than 50%.

## ***7. Product Details***

Information about products as well as systems and procedures are based on extensive development work and operational experience. The 3D medical print KG provides these results without going beyond the respective individual contract, verbal and written in good faith, but reserves the right to technical changes in the course of product development. This does not relieve the purchaser to test the products and procedures on the application for their own purposes. Usage information provided by the customer is only considered if 3D medical print KG confirmed the customer in writing in the contract, that the products are suitable for the customer's intended use. This is also true with regard to existing third party rights, including applications and procedures.

## ***8. Material Defects***

Claims arising out of defects in newly manufactured or used products lapse, unless otherwise agreed, within one year after delivery of the arranged goods and services.

In case of fraudulent concealment of defects, intentional obfuscation or the assumption of a quality guarantee, the statutory terms apply. The statutory terms also apply to recourse actions from consumer sales contracts of the purchaser or his customers. The purchaser is obliged to examine the goods or services immediately after delivery, by himself or by the receiver appointed by him as his agent. Upon examination, as well as deviations from an agreed constitution, hidden defects must be reported in writing immediately after their discovery, but no later than within the limitation period referred to in paragraph 1 above. If the customer fails to report accurately

and in time, the goods shall be deemed approved. Defects which do not affect or only slightly affect the value and suitability of the goods for the recognizable use, the buyer may derive no other rights. In case of justified complaints we are entitled to choose between the delivery of fault-free replacement goods and the removal of the defect free of charge, unless the costs associated with the fulfilment are in no proportion to the significance of the defect and is unacceptable to us.

The purchaser is obliged to return to us replaced or substituted parts. If subsequent performance fails, the purchaser shall be entitled at his discretion to cancel the contract or demand a reduction of the purchase price. As far as we are obligated to pay damages because of a defect in accordance with statutory provisions - for whatever legal reason - these damages shall be limited in accordance with the following paragraph 9.

## ***9. Liability***

Any further liability for damages as provided in paragraph 8 is - regardless of the legal nature of the claim - excluded.

This does not apply if liability is mandatory, e.g. under the Product Liability Act, in cases of wilful misconduct, gross negligence, breach of contract.

The claim for damages for breach of fundamental contractual obligations is limited to the typical, foreseeable damage if there is no wilful misconduct or gross negligence or based on liability for injury to life, limb or health. A change in the burden of proof to the detriment of the customer is not associated with the above provisions. As far as liability for damages against us is excluded or limited, this also applies to the personal liability of our employees, servants, employees, representatives and agents. If the Purchaser is entitled to claims for damages pursuant to this Section 9, they fall under the statute of limitations for warranty claims regarding newly manufactured products pursuant to paragraph eight. Damage claims under the Product Liability Act, the statutory limitation provisions apply.

## ***10. Statute of Limitation***

Other warranty claims other those of the buyer prescribe after two years from the beginning of the statutory limitation period. This restriction does not apply to our liability for intent and gross negligence, tort, under the Product Liability Act and to culpable violation of life, body, and health.

## ***11. Return of Goods***

Goods free of defects delivered to the customer can not generally be returned or exchanged without prior written permission of 3D medical print KG. Authorized returns will be credited to the buyer with a deduction from the sale price. Goods in opened packages, and products that had been delivered more than 2 months ago already cannot generally be returned or exchanged. All returns are at the expense and risk of the purchaser.

## ***12. Rights to Know-how and Inventions***

Secret, high-quality and advanced knowledge (know-how) and inventions and any associated intellectual property rights, existing or acquired during the performance of contracts concluded with us are - subject to a separate agreement, or the purchaser is entitled to the spirit and purpose of the contract use or use of the delivered goods – sole property of the 3D medical print KG.

## ***13. Jurisdiction***

Jurisdiction for all disputes arising from the contractual relationship, its creation and its effectiveness is the headquarters of 3D medical print KG. Furthermore, for litigations arising from checks and bills of exchange Austria shall be statutory jurisdiction. With regard to individuals and small business persons the jurisdiction agreement applies only to enforcement proceedings. The contract is subject to Austrian law.

Customers from EC member states are committed to intra-community acquisition in compensation for the loss of our results due to tax crimes of the customer himself or by making false or omitted information about the Customer's relevant for taxation conditions.

#### ***14. Severability***

Should any provision of these Terms be wholly or partially invalid the validity of the remaining provisions shall remain unaffected.

**Note:** Data of the customer are electronically stored and processed by us, to the extent necessary for the proper handling of contractual relations, but they are not passed to third parties.\*

*\*exception: If ordering an ELOS accurate model the customer gives consent that 3D medical print KG is allowed to forward the customer data to its cooperation partner ELOS in exchange for a package price of the implant model includes the model, gingiva mask, removeable neighbouring tooth and one ELOS analoge. If the customer does not wish his data be given to ELOS he must choose a normal implant model on our website or, if ordering via 3shape, note in the commentfield that he/she does not wish an ELOS accurate model. Instead of the lesser package price, the normal price for implant model, gingiva mask and analogue will be charged.  
3D medical print KG- Lenzing, Juli 2016*