

If the Straumann Group is unwilling or unable to undertake remedying/replacement delivery, in particular because remedying/replacement delivery is delayed beyond reasonable periods for reasons for which the Straumann Group bears responsibility, or if remedying/replacement delivery in some other way fails at least twice, then the Buyer, if further attempts at subsequent performance are unreasonable for it, shall be entitled at his option to withdraw from the agreement or to reduce the purchase price. The Buyer can withdraw from the agreement in connection with a minor defect only with the Straumann Group's consent.

7.4 Rights relating to material defects can arise only if the delivery item has a material defect upon transfer of risk (in particular defective execution, poor materials). There shall be no rights relating to material defects in the case of inappropriate or improper use or handling of the delivery item, natural wear and tear, or inappropriate conditions for use, etc.

7.5 The limitation period for material defect claims shall be one year from the transfer of benefit and risk. This shall not apply to death, bodily injury, or impairment of health or to cases of intent.

7.6 The Straumann Group's liability for injury arising from the defectiveness of the delivery item shall be subject to the limits named in section 8.

7.7 If the defective delivery item is a third-party product, the Straumann Group shall be entitled to assign its defect claims against its upstream suppliers to the Buyer and refer him to (judicial) recourse in connection therewith. The Straumann Group can be held liable under sections 7.4-7.5 only if the claims against Straumann's upstream suppliers are unenforceable despite timely (judicial) recourse or if recourse in the specific case cannot be reasonably expected.

8. RETURNS OF GOODS

8.1. The following provisions shall apply if the Buyer wishes to return any goods:

- a) The following goods may never be returned:
 - Goods that are temperature-controlled, eg. Straumann Emdogain and Prefgel
 - Goods that are derived from human tissue, eg. botiss maxgraft lines
 - Goods that are custom-made, e.g. Straumann CARES abutments
 - Goods supplied in accordance with Buyer's individual specifications, even if unopened
- b) Any other Goods may not be returned for credit:
 - if they or the wrapper is in any way defaced or damaged;
 - if they have been removed from their wrapper or undergone any sterilisation or disinfection process; or
 - if 60 days have passed since the date of the invoice ("60-day Period").
- c) A copy of the invoice, a delivery note, or a Return Request number issued online must accompany all returns. The Straumann Group reserves the right to refuse credit if these are not included.
- d) Goods returned for credit or exchange must be securely packaged for protection in transit. Credit or exchange will only be issued upon determination that the goods are in an acceptable condition.
- e) Credit for returned goods will only be issued upon determination of acceptable condition, the Straumann Group's decision being final regarding the condition of returned goods.
- f) Once the 60-day Period has expired, only implants can be returned (and then only for exchange) up to 12 months after date of invoice. Implants can only be considered for exchange if they are in original, unopened packaging with at least one year shelf life left. Upon exchange, a credit will be made for the original price paid and the replacement implant will be invoiced separately and will incur standard carriage charges.
- g) Implants sent for credit must be accompanied by any healing caps/closure screws sent free of charge with the original order. If the healing caps/closure screws are not returned, the list price at time of order will be charged.
- h) All returns must be shipped (prepaid) to: Returns Department, Straumann Group, 3 Pegasus Place, Gatwick Road, Crawley, West Sussex, RH10 9AY, UK. Customer Service: Telephone +44 (0)1293 651240.

9. STRAUMANN SERVICE SET

9.1. Should the Buyer need assistance in the retrieval of broken components in a Straumann implant case and require the use of the "Straumann Service Set" (along with support from a Straumann representative), this will be provided at no charge, provided that original

Straumann components have been used throughout the entire implant treatment.

9.2. Should it transpire that non-Straumann components have been used as part of the restoration, Straumann reserves the right to levy a charge of £1500 to the Buyer, whether the use of non-original components is noted before, during, or after use of the "Straumann Service Set".

10. LIMITATION OF LIABILITY

10.1 The Straumann Group shall be liable only for willful misconduct and gross negligence. The Straumann Group shall in no way be liable for lost profits, collateral damage, indirect damage, special damage, consequential damage, or other similar types of damage.

10.2. In case of initial impossibility of delivery, the Straumann Group shall only be liable if the impediment of performance was known to the Straumann Group or if the lack of knowledge is due to gross negligence on the part of the Straumann Group.

10.3 The above exclusions of liability do not apply in case of fraudulent concealment of defects and in as far as the exclusion is legally possible.

10.4 Any liability exclusions and limits of liability for the Straumann Group set forth in this GTC shall also apply to the personal liability of the Straumann Group's staff, employees, representatives, assignees, and agents.

11. INTELLECTUAL PROPERTY

11.1 The GTC and any related contractual provision shall not be interpreted to mean that they transfer to the Buyer the Straumann Group's intellectual property rights to goods. The Straumann Group shall remain the exclusive holder of intellectual property rights to goods. Moreover, all representations, plans, calculations, and other documents generated under the GTC and any contractual provision shall remain with the Straumann Group.

12. SPECIAL PROVISIONS ON ORDERING DENTAL PROSTHESES AND JAW MODELS BASED ON SCANNED DATA

If the Buyer orders dental prostheses or jaw models through electronic transmission of data that he has generated with a scanner (referred to hereinafter as "Scan Orders"), the following provisions shall apply additionally: 12.1 In the case of electronic orders of dental prostheses, the Buyer waives his right to receipt of notice of acceptance from the Straumann Group. Upon acquisition of the scanner, each scanner Buyer shall receive from the Straumann Group a permanent Buyer number and password for purposes of electronic data transmission. The order can be placed only if the user interface form provided by the Straumann Group has been completed. 12.2 At the end of each calendar month, the Straumann Group shall issue to the Buyer an invoice for the dental prostheses delivered during that month on the basis of Scan Orders. Delivered jaw models shall be invoiced immediately. 12.3 To enable the Straumann Group to satisfy its delivery obligations relating to Scan Orders, the Buyer must duly satisfy his duties to cooperate in a timely manner. In particular, the Buyer shall ensure that the scanner data are recorded accurately, that all needed information is included, and that the entirety of the scanned data is transmitted to the Straumann Group. Employees who operate the scanner and prepare Scan Orders must thus be trained accordingly.

12.4 In the case of Scan Orders, the Straumann Group shall produce the dental prostheses and jaw models in accordance with the data transmitted to the Straumann Group using the material chosen by the Buyer. Thus, there shall be no claims in the event of defects resulting from improper operation of the scanner, faulty transmission of the scanned data, transmission of faulty data, ordering inappropriate materials, or fitting the dental prosthesis with the patient. Finally, there shall be no defect claims if the defect is attributable to post-processing or alteration of the dental prosthesis or jaw model by the Buyer.

12.5 If the Buyer provides notice of a material defect in a dental prosthesis or jaw model, the Buyer must send it to the Straumann Group promptly, together with the previously scanned model, so as to give the Straumann Group the opportunity to review the complaint. If the Straumann Group concludes that the Buyer scanned the model improperly and thus transmitted faulty data, the Straumann Group shall notify the Buyer of this conclusion without delay and provide both data sets to him as evidence. Only upon instruction by the Buyer will the Straumann Group produce and deliver another dental prosthesis or jaw model in such cases, at the Buyer's expense, based on the correct data set.

13. SPECIAL PROVISIONS FOR SCAN AND SCAN&SHAPE SERVICE

13.1 If the Buyer uses the the Straumann Group Scan Service, the Straumann Group will produce the individualized abutment or another prosthetic element ("Prosthetic Element") in accordance with the design and dimensions of the wax-up model to be provided by the Buyer. The wax-up model must be new and must not have been used previously. By sending in the wax-up model, the Buyer acknowledges that he has pre-approved design and production (design pre-approval). The Straumann Group shall not be responsible for defects in the design or fit of the Prosthetic Element. The wax-up model must be disinfected upon delivery to the Straumann Group. The Buyer must confirm in a written statement that disinfection has occurred. The packaging of the wax-up model must also comply with applicable transport and safety laws.

13.2 If the Buyer uses the Straumann Scan&Shape Service, the Straumann Group will develop and produce the Prosthetic Element exclusively in accordance with the design parameters and dimensions specified by the Buyer in the order (order form or online). The Straumann Group will not change the design parameters, dimensions, and form specified and approved by the Buyer. The Straumann Group shall not be responsible for defects in the design or fit of the Prosthetic Element.

13.3 The Buyer's wax-up model shall not be returned to the Buyer, but is instead destroyed ninety days after delivery of the Prosthetic Element. If the Buyer has not submitted notice of defects within that period, the expiry of that period shall be considered to constitute acceptance that both the design and the dimensions of the Prosthetic Element correspond to the wax-up model.

13.4 If the Buyer changes or adapts the Prosthetic Element delivered by the Straumann Group, any and all liability for defects on the part of Straumann shall be excluded.

14. SPECIAL PROVISIONS FOR ORDERS PLACED VIA THE STRAUMANN GROUP WEBSITE

If the Buyer orders products via a Straumann Group website the following provisions shall apply additionally:

14.1 The United Kingdom & Ireland internet portals are directed at persons in the United Kingdom & Ireland authorised based on their professional qualification (dentists, dental practitioners, dental laboratories etc.). 14.2 Registration shall be required in order to be able to place orders via the website. The user name and password shall not be transferrable to third parties. The pages relating to ordering are accessible only to registered users of the website.

14.3 Offers made by the Straumann Group on the website shall not be binding. The Buyer shall place his order by inputting the information requested in the order form and sending the order to the website. The Buyer's order shall be binding. The Buyer shall first receive electronic confirmation that the order has been received. The Straumann Group shall then review the information sent

by the Buyer. If the outcome of this review is positive, the Straumann Group shall accept and execute the order.

14.4 Delivery deadlines or dates shall be binding only if they are expressly set forth in writing when the agreement is entered into. General information provided on the website shall not constitute any warranty as to deadlines and dates.

15. CONCLUDING PROVISIONS

15.1 Unless stipulated otherwise, the place of performance shall be Straumann's registered office. 15.2 This GTC, the underlying contractual relationship, and all disputes arising therefrom, including any regarding limitation periods, set-off claims, claims in tort, and interest claims, shall be governed by the laws of the United Kingdom.

15.3 All disputes arising from the GTC or the underlying agreement or in connection therewith shall be subject to the exclusive jurisdiction of the ordinary courts at Straumann's registered office.

15.4 If any or several of the above provisions of these GTC should be or become entirely or partially invalid, the remaining provisions shall continue to be effective. The invalid provision shall be replaced by the valid provision closest to the intended economical purpose of the invalid provisions. The same applies to an omission contained in the contract.

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