

General Terms and Conditions Oxydent B.V.

Article 1: Definitions

These Conditions use the following terms with the following definitions:

- Customer: the counterparty of Oxydent, carrying out a profession or operating a company;
- Agreement: the Agreement between Oxydent and the Customer;
- Oxydent: Oxydent B.V., established in (6921 RL) Duiven at Dijkgraaf 17, with CoC number: 32040898. Oxydent also uses the trade name and brand: "OXFiL".
- Conditions: these general terms and conditions.

Article 2: General

1. The provisions of the Conditions govern any offer by Oxydent and each Agreement.
2. If one or more provisions of the Conditions and/or Agreement are void or annulled, the other provisions of the Conditions will remain in full force and effect. In this case, Oxydent and the Customer will discuss the new provisions that will replace the void or annulled provisions. The purpose and scope of the original provision(s) will be observed as much as possible in this respect.
3. In case of conflicts between the provisions of the Agreement and the Conditions, the provisions of the Agreement will prevail.

Article 3: Offers

1. Oxydent will not be bound to any of its offers. Offers will be valid for thirty days.
2. Prices in offers do not include VAT, other government levies, shipping costs, transport costs, and packaging costs.
3. If the acceptance deviates from the offer, Oxydent will not be bound to this/this deviation(s). The Agreement will be concluded without this/these deviation(s) in this case.
4. A compound sales quotation does not require Oxydent to deliver part of the goods included in the offer at a corresponding part of the quoted price.
5. Offers (or conditions set out therein) do not automatically apply to subsequent orders.

Article 4: Implementation of the Agreement

1. Oxydent will implement the Agreement to the best of its insight and ability and in accordance with the requirements of good workmanship.
2. Oxydent has the right to outsource certain activities to third parties.

3. The Customer will ensure that it will provide all reasonably necessary information and documentation to Oxydent in a timely fashion. If this does not take place, Oxydent has the right to suspend the implementation of the Agreement and/or charge the (additional) costs arising from the delay to the Customer.
4. Oxydent will not be liable for damage of any kind resulting from the use of incorrect and/or incomplete data provided by the Customer.
5. If the parties have agreed that the Agreement will be implemented in phases, Oxydent may suspend the implementation of those parts that belong to a subsequent phase until the Customer has approved the results of the preceding phase in writing.

Article 5: Delivery

1. Delivery will take place ex-works (Incoterms 2010) from the warehouse of Oxydent in Duiven after payment for the delivery has been received by Oxydent.
2. The Customer is required to accept the goods at the moment they are delivered by Oxydent. The Customer cannot cancel the Agreement.
3. If Oxydent requires information from the Customer for the implementation of the Agreement, the delivery period will start once the Customer has provided this information to Oxydent.
4. If Oxydent has indicated a delivery period, this period will always be indicative. An indicated delivery period will never be a deadline and the Customer will not be entitled to dissolution and/or to claim compensation if the period is exceeded.
5. Oxydent has the right to make partial deliveries. Oxydent has the right to submit separate invoices for these partial deliveries.

Article 6: Samples and models

1. If Oxydent provides or shows a sample or model to the Customer, this sample or model will only be considered to be indicative and to have been provided without the obligation of the good to correspond to this sample or model.

Article 7: Investigation, complaints

1. The Customer can no longer invoke a faulty performance or a defect good if it has failed to submit a complaint to Oxydent without fourteen days after the provision and/or delivery by Oxydent.
2. If a complaint is submitted on time in accordance with the above, the Customer will remain required to accept and pay for the purchased goods. If the Customer wants to return defective goods, this will take place with the prior written permission of Oxydent and in the manner indicated by it.

Article 8: Fees, price, and costs

1. If Oxydent has agreed on a fixed fee with the Customer, Oxydent still has the right to increase this fee.
2. Oxydent may, inter alia, pass on any price increases if significant price changes have occurred between the moment of the offer and the implementation of the Agreement with respect to, for example, exchange rates, wages, raw materials, semi-finished products, and packaging materials.
3. The prices charged by Oxydent do not include VAT and any other levies. The prices also do not include any costs incurred in the context of the Agreement, including shipping costs, administrative fees and/or transaction costs.

Article 9: Amendments to the Agreement

1. If it becomes clear during the implementation of the Agreement that the work needed for its proper implementation must be amended and/or supplemented, the parties will amend the Agreement accordingly in a timely fashion and in mutual consultation.
2. If the parties agree that the Agreement will be amended and/or supplemented, the moment of provision and/or delivery may be affected.
3. Oxydent will inform the Customer in advance if the amendment and/or supplement to the Agreement has financial and/or qualitative consequences.
4. If a fixed fee has been agreed on, Oxydent will indicate to what extent the amendment or supplement to the Agreement leads to this fixed fee being exceeded.

Article 10: Payment

1. Payment must take place within 14 days of the order and prior to the delivery. If the parties have agreed on a deferred payment, the payment must take place within 30 days of the invoice date.
2. Payment must take place in a manner indicated by Oxydent and in the currency of the invoice.
3. If the Customer does not pay Oxydent within the payment period, the Customer will be in default by operation of law. The Customer will owe an interest of 1.5% per month in this case. This will apply unless the statutory commercial interest is higher, in which case the commercial statutory interest will apply.
4. If the Customer fails to fulfil one or more of its obligation(s), or defaults on one or more of its obligation(s), all reasonable costs incurred judicially and extrajudicially to obtain fulfilment (including lawyer fees) will be borne by the Customer. Any extrajudicial collection costs due to Oxydent by the

Customer will be set at 15% of the amount still due with a minimum of €175.

5. The claims of Oxydent on the Customer will become immediately exigible in case of liquidation, bankruptcy, attachment, or suspension of payments of the Customer.
6. Oxydent will have the right to first use any payments made by the Customer to pay for the costs, then for the interest due, and finally for the principal and accrued interest.

Article 11: Reservation of ownership

1. All goods delivered by Oxydent, including any designs, sketches, drawings, films, and software, will remain the property of Oxydent until the Customer has met all its obligations arising from the agreements concluded with Oxydent (including the payment of compensation for costs and damage).
2. The Customer does not have the right to (a) grant a lien on the goods subject to the reservation of ownership, (b) otherwise encumber the goods and/or (c) to process, mix and/or carry out actions with the goods due to which Oxydent can no longer exercise its rights arising from its reservation of ownership.
3. The Customer is required to immediately inform Oxydent if third parties levy attachment on the goods delivered subject to the reservation of ownership or if they wish to establish or exercise any rights on these goods.
4. The Customer undertakes to insure, and keep insured, the goods delivered subject to the reservation of ownership, against fire, explosion, and water damage, as well as against theft, and to provide the policies of this/these insurance(s) to Oxydent at its first request.
5. If Oxydent wishes to exercise its rights related to the reservation of ownership set out in this article, the Customer hereby gives its unconditional and irrevocable permission to Oxydent (or to third parties to be designated by it) to access all locations where the properties of Oxydent are located to retrieve these goods.

Article 12: Guarantees and warranty

1. Oxydent guarantees that the goods to be delivered meet the regular requirements and standards that can be reasonably imposed on them and that they are free from any defects for a period of 12 months following the delivery.
2. The Customer can only rely on the guarantee set out in paragraph 1 of this article if and insofar as it is able to provide Oxydent with the original purchase invoice following its request.

3. If the goods to be delivered fail to meet these guarantees, Oxydent will repair or replace the defective good. In case of replacement, the Customer will need to return and transfer the ownership of the defective good (at its expense).
4. If the agreed performance consists of work, Oxydent guarantees the soundness of the delivered construction and the used materials, insofar as it could freely select these, for the period set out in paragraph 1 of this article. In case of any shortcomings in the delivered construction or the materials used, Oxydent will provide repairs or a replacement.
5. The transport and shipping costs if goods are replaced, repaired, or returned will always be borne by the Customer, as well as any travel and accommodation expenses in case of disassembly or assembly.
6. The warranty set out in this article will not apply if the defect was caused due to incompetent or improper use (including other forms of use than indicated in the relevant product specifications), normal wear and tear, lack of or inadequate maintenance, or if the Customer or third parties have made, or have attempted to make, changes to the product without the written permission of Oxydent. The above warranty will also not apply if the Customer has not engaged a certified installation firm for the installation of the product. No warranty will be provided for goods that are already in use.
7. If the warranty provided by Oxydent concerns a product manufactured by a third party, the warranty (if this warranty is more limited than the warranty (conditions) provided by Oxydent) will be limited to the warranty provided by the manufacturer for the product in question. If the warranty provided by the Oxydent is more limited, the warranty provided by Oxydent will apply.

Article 13: Suspension and dissolution

Oxydent has the right to suspend the fulfilment of its obligations, to dissolve or terminate the Agreement (extrajudicially, and without prior notice (of default)), if (a) the Customer fails to (fully) fulfil its obligations arising from the Agreement, (b) Oxydent learns of circumstances that give it sound reason to fear that the Customer will not fulfil its obligations, (c) the bankruptcy of the Customer is requested, or if suspension of payments and/or the application of the Dutch Natural Persons Debt Restructuring Scheme has been requested for the Customer, the Customer offers an agreement to its creditors, (d) attachment is levied on the Customer, (e) the Customer ceases its business

operations (in any way). All claims of Oxydent on the Customer will become immediately exigible in this case.

Article 14: Return of provided items

If Oxydent has provided the Customer with items during the implementation of the Agreement, the Customer is required to fully return these provided items within 14 days in their original condition, free from defects. If the Customer fails to fulfil this obligation, all resulting costs (including replacement costs) and damage will be for its account.

Article 15: Liability

1. The liability of Oxydent will always be limited to the order related to which the liability relates. A maximum amount of €5,000 applies in this respect. Oxydent will never be liable for indirect damage, including consequential damage, loss of profits, lost savings, and damage due to business standstill.
2. Oxydent will not be liable for damage caused by incorrect use, assembly, and installation of the goods delivered by it.
3. The limitations of liability set out in these conditions will not apply if the damage is due to the intent of or gross shortcomings by Oxydent or its subordinates.

Article 16: Transfer of risk

1. Delivery will take place ex-works (Incoterms 2010), which means that the risk of loss of or damage to the goods that are the subject of the Agreement will transfer to the Customer at the moment these are provided to the first carrier or shipping firm by Oxydent.
2. The Customer will always bear the risk of storage, loading, transport, and unloading.

Article 17: Force majeure

1. Oxydent will not be required to fulfil any obligation if it is prevented from doing so due to a circumstance not attributable to it, and which cannot be attributed to it based on legislation, a legal action, or common perception.
2. Force majeure in these Conditions will include, besides all which has been set out in this respect in laws and case law, all external causes, foreseen or unforeseen, over which Oxydent cannot exert control, but due to which Oxydent is unable to fulfil its obligations. This includes strikes at the company of Oxydent.
3. Oxydent also has the right to invoke force majeure if the circumstance which prevents the (continued) fulfilment takes effect after Oxydent should have fulfilled its obligation.

4. The parties may suspend the obligations arising from the Agreement during the period of force majeure. If this period lasts for more than two months, each party will have the right to dissolve the Agreement without being required to pay any form of compensation to the other party.
5. Insofar as and to the extent Oxydent has already partially met, or will partially meet, its obligations arising from the Agreement at the moment the force majeure occurs, Oxydent has the right to invoice the already met, or to be met, part separately. The Customer is required to pay this invoice as if it were a separate Agreement.

Article 18: Indemnification

1. The Customer indemnifies Oxydent against any claims by third parties concerning intellectual property rights on the materials or data provided by the Customer used in the context of the implementation of the Agreement.
2. If the Customer provides information carriers, electronic files, or software, and the like to Oxydent, the Customer guarantees that these do not contain any viruses and defects, and indemnifies Oxydent against any corresponding damage.
3. The Customer indemnifies Oxydent against any claims by third parties that suffer damage in relation to the implementation of the Agreement.

Article 19: Intellectual property and copyrights

1. Oxydent reserves all rights and powers which accrue to it based on the Dutch Copyright Act and other laws in the field of intellectual property.
2. The Customer may not make changes to the goods, unless the nature of the delivered goods determines otherwise.
3. The designs, sketches, drawings, films, software, and other materials or (electronic) files potentially created by Oxydent in the context of the Agreement will remain its property.
4. All documents, such as designs, sketches, drawings, films, software, (electronic) files, and the like potentially provided by Oxydent are solely intended to be used by the Customer and may not be copied, published, or shared with third parties by it without the prior permission of Oxydent.
5. Oxydent reserves the right to use any knowledge gained by the implementation of the work for other purposes.

Article 20: Confidentiality

1. The Customer is required to observe the confidentiality of all confidential information it acquires in the context of the Agreement. Information will be considered confidential if a party

has indicated this, or if this arises from the nature of the information.

2. If Oxydent is required to share confidential information pursuant to a statutory provision or a court ruling, Oxydent will not be required to pay any form of compensation or provide any form of indemnification, and the Customer will not have the right to dissolve the Agreement.

Article 21: Clause on acquisition of staff

The Customer will during the effective period of the Agreement and for a period of one year after termination thereof not hire any employees of Oxydent or have these employees (directly or indirectly) perform work for it in any other way.

Article 22: Disputes

The competent court of Gelderland, location Arnhem, has the exclusive competence to hear any disputes related to the Agreement. Oxydent will nevertheless have the right to submit the dispute to the court declared competent by law.

Article 23: Applicable law

The Agreement is governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is expressly excluded.

Article 24: Miscellaneous

1. The Conditions have been filed with the offices of the Chamber of Commerce.
2. The Dutch text will always prevail with respect to the interpretation of the Conditions.
3. The most recently filed version of the Conditions will always apply.
4. Oxydent values compliance with applicable (potentially international) sanction laws and regulations. Both Oxydent and the Customer are required to strictly observe these laws and regulations. If Oxydent considers it necessary to request (potentially additional) information from the Customer concerning the intended end user(s) of the goods (to be) delivered by Oxydent, the Customer will provide this information to Oxydent without delay. If Oxydent concludes that it is unable or unwilling to cooperate with a certain delivery, it will have the right to act accordingly without being required to pay any form of compensation.
5. The Customer does not have the right to return any goods delivered by Oxydent. The Customer will only have this option if and insofar as it has reached a corresponding prior agreement with Oxydent and Oxydent has confirmed this agreement in writing to the Customer. As a rule, the following will always apply in this case: (a) the return will take place at

the risk and expense of the Customer, and (b) a discount to be determined by Oxydent will be applied to the amount Oxydent will refund to the Customer.