



General Terms of Delivery and Payment
Dyna Dental Engineering B.V., Vang 9, 4661 TX Halsteren, the Netherlands

Article 1 – Definitions and Applicability

1.1 In these terms, the following definitions apply:
Dyna: Dyna Dental Engineering B.V., Vang 9, 4661 TX Halsteren, registered with the Chamber of Commerce under number 20059319, the party stipulating these terms and conditions.
Client: The other party to any transaction with Dyna.
Buyer: The other party to any transaction with Dyna.
Transaction: Every agreement between Dyna and a client or buyer.
1.2 Our General Terms of Delivery and Payment apply exclusively to all Dyna offers, deliveries, contracts of sale and other transactions, including advice, service/services and work, involving buyers located in the Netherlands and abroad.
1.3 Others conditions will only apply if we have accepted them in writing. In that case, the other conditions will only apply to the transaction in question.
1.4 The buyer agrees that these terms will always apply to subsequent orders, malfunction, (preventive) maintenance and service contracts and any new agreements to be concluded with us.
1.5 Samples, descriptions, illustrations and publications are considered an indication of the quality of the goods to be supplied. However, the supplied goods may differ from the above samples, etc. Any differences will not entitle the buyer to refuse to receive or pay for the goods, unless the supplied goods are so different that the buyer cannot reasonably be required to accept them.
1.6 Insofar as these general terms and conditions are also drawn up in a language other than English, in the event of any conflict the English text shall always prevail.

Article 2 – Offers

2.1 Every offer made by Dyna is free of obligation, unless expressly otherwise stipulated in writing. Previous offers by Dyna will be deemed to have been revoked upon issue of a new offer.
2.2 An agreement is concluded following our confirmation or performance of the agreement. In the event that agreement is reached to effect payment by means of a letter of credit, the agreement concerned shall only come into effect once Dyna accept the relevant irrevocably confirmed letter of credit in writing.
2.3 Goods can only be returned after Dyna's prior written permission within 14 days after delivery, in their original, unopened packaging and accompanied by the original relevant invoice or packing list enclosed with the shipment.
2.4 Returns that were purchased and paid by credit card will be refunded by credit to the client's account minus costs of credit card payment; no cash refunds for returns.
Article 3 – Prices and Quantities
3.1 Except when expressly otherwise stated in writing, the prices will be those stated on our price lists as they apply on the day of conclusion of the agreement, not including any statutory amounts due, such as VAT, excises and taxes. Prices are based on ex works, Halsteren, the Netherlands (EXW, Incoterms 2010). Dyna reserves the right to pass on price increases if one or more of the cost price factors are subject to change after conclusion of the agreement. Changes to the nature or sum of the statutory amounts due as previously mentioned will under no circumstances entitle the buyer to amend or cancel the agreement.
3.2 Our price lists are available for perusal at our office and a free copy will be sent upon request.
3.3 The prices of items that are made entirely or partially of precious metal are the prices of the day. These prices are available upon request.
3.4 The buyer will be charged separately for all transport costs.
3.5 We are entitled to charge a minimum handling fee of 10% of the invoice amount for orders of less than EUR 250 per item, VAT not included.

Article 4 – Delivery and Risk

4.1 All deliveries are made ex works Halsteren, the Netherlands (EXW, Incoterms 2010) unless otherwise agreed in writing.
4.2 We will adhere as much as possible to all the delivery dates we specify but they can never consider a fatal date. We shall not be in default in respect of such delivery dates until the buyer notifies us in writing that we are in default, in doing so stipulates a reasonable period of time within which we have the opportunity to affect delivery, and we still fail to do so. We will under no circumstances be liable for any harm due to late delivery if and insofar as this is attributable to circumstances beyond our control and sphere of risk, which is deemed to include late or non-compliance on the part of our suppliers.
4.3 We shall be entitled to demand payment for each partial delivery before proceeding with any other.
4.4 The delivery time shall commence at such time as the relevant agreement is concluded in accordance with the provisions of article 2.2, the buyer has provided Dyna with all of the documents, information, permits and the like which are required for the purposes of executing the agreement, and Dyna has also accepted any security for payment which may have been agreed, whether this be in the form of an irrevocably confirmed letter of credit or not.
4.5 The buyer's failure to comply with his duty to effect payment (or to do so on time), shall have the effect of suspending Dyna's duty to effect a delivery.

Article 5 – Assembly of Furniture and Equipment

5.1 We may outsource the assembly of furniture and equipment to third parties.
5.2 The buyer is fully and solely responsible and financially liable for the timely availability, at the indicated locations, of proper gas, water, power, compressed air, lighting and other connections required for assembly, as well as for due observance of the connection instructions issued by the supplier, utility companies, or both.
5.3 Should Dyna suffer any damage with regard to the provisions of this article, due to the inability to connect the goods supplied on time or to connect them at all, we will be entitled to charge the client for this damage or extra costs.
5.4 We will only be obliged to carry out maintenance and repairs on furniture and equipment supplied by us if this is expressly agreed upon in writing. If defects in furniture or equipment become apparent within 14 days after delivery, the agreed repairs or agreed maintenance, we will repair these defects free of charge in so far as they are demonstrably caused by the assembly, repair or maintenance.

Article 6 – Suspension and Dissolution

6.1 a. If our performance of the agreement is impeded by force majeure, we will be entitled to suspend the performance in whole or in part for a maximum period of six months or to dissolve the agreement in whole or in part, without judicial intervention. Force majeure means any circumstances beyond the reasonable control of Dyna, whether it could have been foreseen or not, including without limitation, war, danger of war, mobilization, insurrections, strikes or lock-outs, fire flood accidents or illness among personnel, interruptions of work and cut-down on production, a lack of raw materials or packing-materials, a hold-up in transport, intervening legal requirements, restrictions concerning import or any other governmental restrictions, as well as any other impeding circumstance not exclusively dependent on the will of Dyna, such as products and services not or untimely delivered by third parties which have been contracted by Dyna.
b. Should the event referred to in Article 6.1a occur, we will not be liable for any compensation.
c. If the circumstances impeding the performance of the agreement last 6 months, the agreement will be dissolved by operation of law, without either party being liable for any compensation to the other.
6.2 We will be entitled without notice of default or legal intervention and without being held liable for any compensation to suspend the performance of an agreement or the rest of that agreement or to dissolve that agreement if:

- The buyer fails to duly fulfil his obligations (in a timely manner) under the present agreement or other agreements or if a well-founded fear exists of such failure occurring.
- The buyer dies, applies for or is granted moratorium – provisional or otherwise – files for bankruptcy or is declared bankrupt or in general loses the free control of any part of his assets.
- The buyer is granted a debt rescheduling arrangement under the Debt Rescheduling (Natural Persons) Act.

In the above-mentioned cases, all our claims against the buyer, of any nature whatsoever, will become immediately exigible.

Article 7 – Retention of Title

7.1 All goods delivered, packaging, quotes, layout sketches, working or construction drawings remain our property until the buyer has fulfilled all his financial obligations to us under the relevant agreement and under any other agreements, including any work or claims related to these agreements in connection with a failure in the performance of this agreement by the buyer, such as interest for overdue payment and extrajudicial collection charges, which charges will firstly be debited against any payments already received.
7.2 If the buyer continues to fail to fulfil his financial obligations to us, we will be irrevocably and unconditionally entitled and authorized to repossess the goods that are subject to the retention of title, wherever they are located, and to sell them to third parties. The buyer undertakes to give us unrestricted access to the goods in question to allow their repossession. The net sale proceeds or resale proceeds, less the costs incurred by us or third parties, will be deducted from our claims against the buyer.
7.3 As long as the delivered goods are subject to retention of title, the buyer may not sell, encumber or pledge these good, or otherwise place them under the control of third parties, other than as part of its normal business operations. The buyer shall, however, not be permitted to sell the goods within the context of its normal business operations if it has applied for a suspension of payments or if it has been declared bankrupt.

Article 8 – Payment, Interest and Costs

8.1 Unless otherwise agreed in writing, payment shall be made within 30 days after the relevant invoice date. Payment must be made in Euros into an account held with a bank which is designated by Dyna for this purpose but without any discount, suspension or claim of compensation. The value date on which Dyna receives payment shall be deemed to constitute the date of payment. Where payment is made by means of a giro or bank transfer, the date on which Dyna's giro or bank account is credited, shall be deemed to constitute the date of payment.

8.2 Even if a complaint has been submitted, the agreed purchase price must be paid within the agreed term, in which case, however, all rights regarding the complaint will be reserved.

8.3 If the buyer fails to fulfil any of his payment obligations, the buyer will owe Dyna the extrajudicial collection charges incurred, amounting to 15% of the total amount due, and the buyer will be obliged to pay Dyna the legal costs incurred, with a minimum aggregate amount of EUR 250.
8.4 From the moment the default commences, the buyer will owe interest on the principal plus collection charges, equal to the statutory interest rate, increased by 3 percentage points.
8.5 We are at all times entitled to demand full or partial payment or security from the buyer upon or after entering into the agreement and before its implementation. We are entitled to suspend our obligation to deliver until sufficient security has been provided, to be determined at our discretion. And ultimately we will have the right, without any notice of default or legal intervention, to dissolve the agreement wholly or partially, without prejudice to our right to compensation for any damages suffered by us.
Article 9 – Warranty and Complaints
9.1 Warranties on goods delivered by us will under no circumstances exceed the warranties expressly agreed upon in writing.
9.2 The numbers, quantities and weights stated on the consignments note will be deemed to be correct. If an invoice instead of a packing slip is delivered with the goods, this provision will apply to the numbers, quantities and weights stated on the invoice.
9.3 Complaints regarding the incorrect nature/quantity of the goods must be submitted to us in writing within seven days following delivery. If the buyer fails to fulfil this obligation, the buyer will forfeit the right to submit a complaint.
9.4 A complaint that we consider justified will only entitle the buyer to redelivery, additional delivery or repayment of the purchase price at Dyna's own option.
9.5 Any legal proceedings instituted by the buyer with regard to a warranty or complaint will not suspend the buyer's payment obligations.

Article 10 – Liability

10.1 The liability of Dyna in connection with any defects in the delivered goods is limited to the fulfilment of the guarantee described in the previous clause and in the separate terms of guarantee (available on request at the office).
10.2 The buyer is liable for individually, on behalf of the buyer, manufactured products and accessories.
10.3 Dyna shall never be obligated to pay any substitute or additional compensation for damage, except if and insofar as the damage suffered was inflicted intentionally or gross negligence of Dyna or its own employees. Dyna's liability for loss of profits, consequential or indirect damages is, however, at all times excluded, except in the case of intention on the part of Dyna itself.
10.4 In all cases in which Dyna is obligated to pay compensation for damage, this shall not exceed the invoice value of the goods in connection with which the damage was caused.
10.5 The buyer shall indemnify Dyna against any claim made by a third party in respect of which Dyna is not liable under these terms and conditions.
Article 11 – Traceability, Recall, Market withdrawal of Medical Devices and Equipment.
11.1 To guarantee the traceability of medical devices and/or equipment, the buyer must, at his own expense, keep such records as to be able at any time to identify the party to whom the medical devices and/or equipment bought from us have been resold or in which project and for which client the medical devices and/or equipment have been processed. The lot- or serial numbers we link to the medical devices and/or equipment will serve as the basis for these records. For each lot- and serial number, the medical devices and/or equipment must be traceable up to the end user.
11.2 If the buyer resells materials bought from us, the buyer must guarantee traceability at and via his buyer/buyers by making binding arrangements about this in agreements with his buyers.
11.3 The buyer indemnifies us for all liability for damage ensuing from any failure in ensuring traceability in his own business or that of his buyers.
11.4 The buyer is obligated to co-operate in tracing materials on request and to follow our instructions.

Article 12 – Cancellation or Delay in Delivery

12.1 If we dissolve the agreement at the buyer's request or due to circumstances attributable to the buyer, we will be entitled to claim compensation from the buyer equalling at least 15% of the order value of the delivery in question, not including VAT. We shall in that case also be entitled to charge all costs incurred up to that time.
12.2 In the event of cancellation of course participation, we will be entitled to charge the buyer for costs as follows:
- In the event of cancellation 30 to 15 days prior to commencement of the course: 50% of the course fee or a minimum of 30,00 euro.
- In the event of cancellation within 15 days prior to commencement of the course or a no-show: 100% of the course fee including flight and accommodation costs if applicable.
- In the event of cancellation of a course where a flightreservation is involved, we will be entitled to charge 75,00 euro extra to the client in case the cancellation has been done till 15 days prior to the commencement of the course.
12.3 We will be entitled to cancel a course if there are fewer than 8 participants. Participants must be notified of this at least five working days before the planned commencement date. Cancellation of a course will only entitle the participants, who have already enrolled, to a refund of any course fees paid and will never constitute grounds for compensation.

Article 13 – Right of Retention

We will be entitled to retain all goods that are property of the buyer but are/remain in our control in any way whatsoever until the buyer has fulfilled all his financial obligations to us, of any nature whatsoever, including any work or claims related to these agreements in connection with a failure in the performance of this agreement by the buyer, such as interest for overdue payment and extrajudicial collection charges, which charges will be set off against any payments already received.

Products may, according to MDD (93/42/EEC), only be used as "identified use" as described in the Dyna manuals and enclosures. The in the material safety data sheets described measures for protection of health; safety and environment have to be taken.

Article 14 – Applicable Law and Competent Court

14.1 All our transactions with domestic and foreign buyers are governed by the Dutch law.
14.2 Any disputes between us and our buyers will be exclusively brought before the competent court within whose jurisdiction our registered office is located, unless we would elect to submit the dispute to competent courts elsewhere.
14.3 The provisions of Clause 14.2 leave intact our right to obtain a settlement by means of arbitration of the International Chamber of Commerce under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrator(s). The place of arbitration will be Amsterdam, the Netherlands. The arbitral procedure shall be conducted in the English language.

Article 15 – Nullity (Partial or Otherwise)

If, for juristic or other reasons, any of the provisions of these terms should be entirely or partially null and void, the remaining provisions will remain fully intact and in force.

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