



Spiro Dental

GENERAL TERMS & CONDITIONS OF SALE

1. TERMS AND CONDITIONS OF SALE

All sales of SPIRO d.o.o. ("SPIRO") products (the "Product(s)") by SPIRO shall be governed by the terms and conditions set forth herein. ACCEPTANCE BY SPIRO OF ANY PURCHASE ORDER BY THE CUSTOMER IS LIMITED TO THE TERMS AND CONDITIONS HEREIN, AND ANY TERMS OR CONDITIONS PROPOSED BY THE CUSTOMER WHICH DIFFER FROM, ARE INCONSISTENT WITH OR WHICH ARE IN ADDITION TO THOSE STATED HEREIN, SHALL NOT BE, NOR DEEMED TO BE, ACCEPTED BY SPIRO. The terms and conditions herein shall apply to the exclusion of any other terms and conditions shown in the purchase orders, confirmations or any other documents received from the Customer. The terms and conditions herein supersede all prior general terms and conditions of sale of SPIRO.

2. QUOTATIONS - ACCEPTANCE OF ORDER

Quotations given by SPIRO to the Customer are valid for undetermined time, unless previously withdrawn, changed or otherwise agreed in writing by SPIRO. Quotations are subject to sufficient Products being available on the date the order is received by Spiro. Purchase orders may only be regarded as accepted by Spiro upon the sending by Spiro of a written order acknowledgement to the Customer. Spiro reserves the right to use an alternate source or sources of supply than might be specified in Customer's purchase order, Spiro's order acknowledgement or any other document pertaining to a sale of Products, provided that Products of the same quality are supplied from such alternate source or sources.

3. PRICE

Unless otherwise agreed in writing by SPIRO, the prices charged by SPIRO for the Products shall be those prices set forth in the SPIRO price list in effect on the date of mailing to the customer. Prices set forth in the SPIRO price lists do not include value added tax, sales and other taxes, customs levies, local delivery or other shipping charges. The price of packing materials and surcharges for materials and utilities, all of which shall not be charged in addition to the prices set forth in the SPIRO price list.

4. PAYMENT

- 4.1 Full payment of the price is due to prepayment fifteen days (15) from the date of a Proforma Invoice made by SPIRO.
- 4.2 The Customer shall be deemed to have paid only if the payment is made directly to SPIRO. If SPIRO has several claims against a Customer at the time a payment is received from such Customer, the payment shall have satisfied the oldest claim first, regardless of any other designation by the Customer. As to any particular claim, payment shall first be applied against expenses incurred by SPIRO in respect to such claim, then against interest charged in respect to such claim, and finally against the claim itself.
- 4.4 SPIRO may show additional damages caused by the Customer's default and demand indemnification from the Customer therefore. The Customer shall have a right of set-off or a right to withhold payment only if the Customer's counterclaim (a) has been acknowledged by Spiro, or (b) has been confirmed by legal action and can no longer be contested by SPIRO.

5. IDENTIFICATION

SPIRO will show the purchase order number, together with appropriate information identifying the shipment and products, on SPIRO's invoices.

6. DELIVERY TERMS

- 6.1 Except as otherwise agreed by Spiro in writing, the Products shall be delivered Ex Works SPIRO's plants or warehouses or plants or warehouses of affiliated companies of SPIRO, or plants or warehouses of suppliers of SPIRO, as the case may be.

- 6.2 Any delivery dates indicated by SPIRO for the Products are indicative only and Spiro shall not in any way be liable for any delays in delivery. SPIRO shall nevertheless use its reasonable efforts to effect the delivery on the dates it has indicated.
- 6.3 Partial deliveries by SPIRO shall be permitted.
- 6.4 In the event of interference with or interruption of SPIRO's business due to any event of force majeure or due to other causes beyond SPIRO's control, such as, but not limited to, strikes or other labor disputes, fires, floods, nuclear incidents, earthquakes, storms, accidents, scarcity of labor, materials or fuel, airport or port congestion or other transportation difficulties, war, acts (including failure to act) of any governmental authorities, acts of public enemies, mobs or rioters, sabotage, or in the event of interference with or interruption of the Customer's business due to any of such causes, deliveries hereunder may be suspended or partially suspended, as the case may be, during the continuance of such interruption.
- 6.5 In no event shall SPIRO be liable for loss of profits or indirect, special or consequential damages. If any Product is in limited supply or the availability of the Product is otherwise restricted, SPIRO shall have the right, in its sole discretion, to allocate its supply of Product to and among Customer and other purchasers of the Product
- 6.6 Type of delivery is determined after agreement by SPIRO and the Customer.

7. TRANSFER OF RISKS

- 7.1 The risk of loss or damage to the Products shall pass to the Customer at the Ex Works point specified in Paragraph 6.1.
- 7.2 Once SPIRO has informed the Customer that the Products ordered are ready for delivery, they must be claimed immediately by the Customer. If the Products are not claimed immediately, SPIRO may put the Products in storage at the Customer's expense or not guarantee for the agreed delivery dates.
- 7.3 The risk of loss or damage to the Products shall pass to the Customer no later than at the time the Products are declared ready for delivery even if delivery is delayed due to the Customer's complete or partial default in payment or due to any other reason for which the Customer is responsible.

8. RETENTION OF TITLE

- 8.1 TITLE TO AND OWNERSHIP IN THE PRODUCTS SHALL ONLY TRANSFER TO THE CUSTOMER AFTER FULL PAYMENT OF THE APPLICABLE INVOICE AND ANY APPLICABLE INTEREST. CONSEQUENTLY, BEFORE SUCH FULL PAYMENT, SPIRO REMAINS OWNER OF THE PRODUCTS ("RETENTION PRODUCTS"). ALTHOUGH SPIRO RETAINS TITLE IN THE PRODUCTS SOLD UNTIL FULL PAYMENT OF THE PRICE, THE CUSTOMER SHALL BE EXCLUSIVELY LIABLE FOR ANY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER WHICH MAY BE CAUSED BY OR TO THE PRODUCTS, UPON THE TRANSFER OF RISK AS DEFINED ABOVE IN SECTION 7.
- 8.2 The Customer shall inform Spiro immediately of any attachment to, or any other legal or factual impairment of the Retention Products, or of any security granted to Spiro.

- 8.3 Spiro, or any agent designated by Spiro, may remove Retention Products from the Customer's premises if the Customer has failed to pay the invoice(s) related to such Retention Products or if Spiro has cancelled the purchase order related to such Retention Products pursuant to these terms and conditions. If the removal occurred due to the Customer's default in paying, such removal shall not constitute a cancellation of the underlying purchase order by Spiro unless Spiro expressly stated this in writing.

9. ACCEPTANCE OF ITEMS; NOTICE OF DEFECTS

- 9.1 The Customer shall note any claim for short delivery on the carrier's collection note, goods received note or the equivalent thereof, with signature of the collection note, the goods received note or the equivalent thereof constituting acceptance and receipt of the quantities recorded on the said notes and conformity of the delivery with the purchase order.
- 9.2 The Customer shall be obliged to examine Products delivered immediately upon receipt. In respect to obvious defects, written notice shall be provided to Spiro within 8 days of the Customer's receipt of the Products. In respect to concealed defects, written notice shall be provided to Spiro immediately after the discovery of such defects. The notice shall specify the order date and invoice number and shall if possible be sent to SPIRO with a sample of the defective Products.

10. LIMITED WARRANTY

- 10.1 SPIRO expressly warrants: that (a) SPIRO has title to the Products provided to the Customer; (b) the Products provided to the Customer conform to the description on the face of the relevant purchase order; and (c) the Products are free of defects in material or workmanship that would be discovered by following SPIRO's standards of manufacture and inspection at the time the Products were manufactured. This limited warranty shall remain in effect for the time specified in the price list or agreed otherwise following the invoice date.
- 10.2 This limited warranty shall not be effective unless the Products are properly used, properly mounted and properly lubricated and kept free of all contaminants, and does not cover the replacement of Products damaged as a result of external factors such as, but not limited to, the breakage of components or mechanisms surrounding the Products, insufficient maintenance, overloading, contaminants, incorrect handling or incorrect lubricant. The above limited warranty is conferred for the benefit of the Customer only, to the exclusion of any other person.

11. LIMITATION OF LIABILITY

- 11.1 SPIRO's sole liability under the exclusive, express and limited warranty set forth in Section 10 above, shall be to repair or replace without charge, Ex Works SPIRO Facility, any Products which do not comply with the foregoing exclusive, express and limited warranty; PROVIDED that any Products or parts for which repair or replacement is requested must be forwarded to SPIRO for examination to determine whether they complied with said limited warranty.
- 11.2 REPAIR OR REPLACEMENT WITHOUT CHARGE SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. SPIRO shall not be liable for any of the following:

- (a) The cost of removing or replacing Products, or of any other work performed on Products;
- (b) Any damage to, or any of the costs of making adjustments to or repairs upon any mechanisms, equipment or machinery in which the Products were installed;
- (c) Any other expense, loss or damages claimed to be caused by a defect in the Products. IN NO EVENT SHALL SPIRO BE LIABLE FOR LOSS OF PROFITS OR OTHER CONSEQUENTIAL DAMAGES.

11.3 Nothing in these terms and conditions shall limit or exclude the liability of SPIRO for death or personal injury arising from SPIRO's negligence.

12. CANCELLATION

- 12.1 Should the Customer desire to cancel a purchase order, after being so advised SPIRO shall discuss the matter promptly with the Customer and if possible reach a mutually satisfactory agreement for cancellation. If such an agreement cannot be reached, the Customer shall give SPIRO a notice of the Customer's desire to proceed with cancellation, such notice to be sent to SPIRO by E-MAIL. SPIRO shall thereupon submit a statement to the Customer of the amount of Product in any SPIRO Facility which was completed and ready for shipment.
- 12.2 Within thirty days from the receipt of such statement from SPIRO, the Customer will notify Spiro of the Customer's desired disposition of all completed Products, and will pay Spiro as liquidated damages (a) for all Products completed and ready for shipment at the contract price at the time of the termination of the Customer's order, provided. Any Products delivered to the Customer shall be subject to the remaining provisions of these terms and conditions. Payment by the Customer under this Section 12 shall be made by the Customer in accordance with Section 4.

13. PRODUCTS DISPLAY

The Customer undertakes not to display the Products in a public place, and in particular not to make any dispatch or delivery to a public or private exhibition of whatsoever kind without the express prior written agreement of SPIRO.

14. GOVERNING LAW

The terms and conditions set forth herein and the relationship of SPIRO and the Customer shall be governed by and construed under the laws of Slovenia, without regard to conflicts of laws principles. The contractual relation between SPIRO and the Customer is not subject to the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

15. DISPUTE RESOLUTION

The Court of Nova Gorica, Slovenia, shall have exclusive jurisdiction over all disputes, controversies or claims that may arise between SPIRO and the Customer.