

**General Terms and Conditions (GTC) for Sale of Goods of SANGI Europe GmbH
(translation)**

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Preamble

SANGI Europe GmbH (hereinafter "SANGI") is an affiliated company of SANGI CO., LTD. residing in Japan. The latter is also manufacturer of dental products (hereinafter "Goods") provided and distributed by SANGI.

1. Scope

- (1) All deliveries, performances and offers of SANGI are solely carried out on the basis of this GTC. They shall apply to all transactions between the contracting partner (hereinafter the "Purchaser") and SANGI (together the "Parties") concerning the purchase of Goods distributed by SANGI. They shall apply in accordance with the most recent version and to all subsequent transactions without any need of express reference thereto or agreement thereon at the conclusion of such transaction.
- (2) GTC of the Purchaser or any third party shall not be applicable, even if SANGI does not particularly and expressly object. Even if SANGI makes reference to a letter containing the Purchaser's or any third party's GTC, or refers to the same, this does not constitute acceptance of the applicability of the Purchaser's GTC. Any Purchaser's or third party's conditions deviating from this GTC shall only be applicable, if SANGI expressly confirms this in writing. Hereby and hereinafter transmission by fax or transmission via email, if a signed document is attached thereto, shall be sufficient to fulfill the written form; other than that, transmission by telecommunication, in particular via simple email, shall not be sufficient.

2. Conclusion of Contract

- (1) Unless expressly designated as binding, SANGI's offers shall not be binding; in particular with reference to quantities, price and delivery time. In particular, SANGI reserves the right, vis-a-vis the Purchaser, to make reasonable technical and creative deviations from written or electronic product information provided by SANGI (e.g. catalogs, brochures or other product descriptions, including illustrations, content information, calculations and product samples), as well as to make model, design and material changes in the course of technical progress and further development.
- (2) The ordering of Goods by the Purchaser shall be deemed a binding contractual offer. Unless otherwise stated in the order, SANGI is entitled to accept this contractual offer within two weeks of placement of the order.
- (3) Acceptance of the order shall be deemed declared five days after receiving the offer unless SANGI rejects the offer within these five days; no written order confirmation shall be issued by SANGI.
- (4) Only the written contract between SANGI and the Purchaser (hereinafter the "Purchase Contract") including this GTC shall be binding for the legal relationship between SANGI and the Purchaser. It exhaustively represents all agreements between the Parties to the Purchase Contract concerning Purchase Contract matters. Oral agreements of SANGI prior to the closing of the Purchase Contract are not legally binding and oral agreements of the Parties to the Purchase Contract shall be superseded by the written Purchase Contract, unless the Parties have an explicit understanding that the oral agreement shall remain in force.
- (5) SANGI reserves all property, copyright and other propriety rights in all offers and estimates of costs as well as all illustrations, logo marks, drawings, calculations, prospects, catalogs, models, tools and other relevant documents and aids supplied to the Purchaser. The Purchaser may only pass them to third parties, publish and use or make use of them through third parties or reproduce them with SANGI's prior written consent. At the request of SANGI, the Purchaser must return these items in full to SANGI and

destroy any copies thereof, in particular if no written Purchase Contract has been concluded between SANGI and the Purchaser.

- (6) The Purchaser is aware that SANGI is the owner of trademark rights which are also used for the product descriptions of the Goods. Any use of SANGI's trademark rights that goes beyond the sale of the Goods in the ordinary course of business requires the prior consent of SANGI.

3. Quality and Condition of the Goods

Any statements of SANGI concerning the Goods (e.g. weights, measures, practical terms and other technical data) as well as their exposition by SANGI (e.g. in illustrations and drawings) shall only be approximately binding, unless their use for the contractually intended purpose requires an exact accordance. They are not guaranteed characteristics, but descriptions or markings of the Goods. Deviations customary in the trade and deviations which occur due to legal regulations or represent technical improvements, are permissible, provided that they do not impair the usability for the contractually intended purpose.

4. Prices

- (1) Unless expressly agreed otherwise, in each case the current price list of SANGI shall apply. The prices shall apply to the scope of services and deliveries specified in the order accepted as set out in Section 2 Subsection (3). Additional or special services will be charged separately. The prices are quoted in EURO ex warehouse plus packaging, statutory value-added tax, customs duties for export deliveries as well as fees and other public charges.
- (2) If additional or increased charges - in particular statutory value-added tax, customs duties, levies, currency compensation - are incurred between conclusion of the Purchase Contract and delivery due to changed legal norms, SANGI shall be entitled to increase the agreed purchase price accordingly.
- (3) Insofar as the agreed prices are based on SANGI's list prices and the Goods are not to be delivered until more than four months after conclusion of the Purchase Contract, SANGI's list prices valid at the time of delivery shall apply. If the price increase exceeds 15%, the Purchaser has the right to withdraw from the Purchase Contract.

5. Terms of Payment

- (1) Invoice amounts are to be paid within 30 days of receipt of the invoice without any deduction unless otherwise agreed in writing or in these General Terms and Conditions. The date of receipt of payment by SANGI shall be decisive for the timeliness of the payment.
- (2) Bills of exchange and cheques will not be accepted by SANGI.
- (3) If the Purchaser grants SANGI a direct debit authorization as a SEPA Direct Debit Mandate (SEPA Basic Direct Debit or SEPA Company Direct Debit), the direct debit is made ten days after the invoice is issued. The period for advance notice of the direct debit shall be five days for the first direct debit and two days for all subsequent direct debits and shall be deemed agreed.
- (4) If the Purchaser does not pay on the due date, the outstanding amounts shall be subject to interest of 9 %-points above base interest rate regularly published by the German Federal Bank in accordance with § 247 BGB (German Civil Code) from the due date; the assertion of higher interest rates and further damages in the event of default shall remain unaffected.
- (5) SANGI shall be entitled to carry out outstanding deliveries only against advance payment or provision of security if, after conclusion of the Purchase Contract, it becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the Purchaser and which endanger the payment by the Purchaser of SANGI's outstanding claims from the respective contractual relationship. This shall in particular be the case if the Purchaser no longer has proper business operations because it has been seized, a cheque or bill of exchange protest has taken place, or even if there has been a delay in payment

or cessation of payment, or if a petition has been filed for insolvency proceedings under the German Insolvency Code. In addition, SANGI is entitled in such a case to make claims against the Purchaser due immediately and to withdraw from the Purchase Contract in compliance with the statutory provisions.

6. Offsetting and Assignment

- (1) The Purchaser shall only be entitled to a right of set-off or retention to the extent that its counterclaim is legally established or undisputed. In addition, the Purchaser is only entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship. In the event of defects in the Goods, the Purchaser's counterclaims shall remain unaffected, in particular in accordance with Section 11 Subsection (4).
- (2) The Purchaser is not entitled to assign claims from the contractual relationship with SANGI to third parties without SANGI's prior consent.

7. Delivery and Empties

- (1) Delivery of the Goods is ex warehouse. The delivery obligation shall at all times be subject to timely and orderly receipt of the Goods from SANGI's own suppliers.
- (2) Unless otherwise expressly agreed, the selection of the place of dispatch and the transport route and the means of transport shall be subject to SANGI's reasonable discretion and without obligation to provide the cheapest and fastest transport.
- (3) SANGI has the right to make reasonable partial deliveries, if partial deliveries are workable for the Purchaser within the scope of the contractual purpose, the delivery of the remaining Goods is assured and no significant additional efforts or additional costs will arise for the Purchaser (unless, however, SANGI agrees to cover those costs).
- (4) The Purchaser agrees to return to SANGI empties (Euro-Boxes, pallets, Euro-Hooks etc.) of the same type, amount and value as it shall have received for the purposes of delivery. All empties shall be returned in a clean state in accordance with applicable hygiene laws. If the Purchaser shall be unable to return the same upon delivery of SANGI's Goods, then it shall immediately provide for settlement of the account of empties (duty to deliver). If the Purchaser is in default of the duty to settle the account of empties, then SANGI may, after setting a reasonable cure period, refuse take-back and demand compensation from the Purchaser.
- (5) The Purchaser acquires ownership of the remaining transport materials and all other packing materials; return to SANGI is excluded. Disposal shall be entirely at the expense of the Purchaser.

8. Delivery Period and Delivery Delay

- (1) Unless agreed particularly or in the context of a written undertaking by SANGI, the delivery period shall be generally one week from the acceptance of the order as set out in Section 2 Subsection (3). The deadline shall be met when SANGI transfers the Goods, within the time period, to the forwarder, transport carrier or other third party assigned with the transport.
- (2) If the Purchaser provides the means of transport, then it shall be responsible for its punctual availability. SANGI shall be notified immediately of any delays. Any costs arising therefrom shall be at the expense of the Purchaser.
- (3) Unless otherwise expressly agreed, any indicated time of delivery or unloading shall be non-binding. If any agreed time of delivery or unloading is exceeded without there being any delivery impediment such as referred to in Subsection (4) below, then the Purchaser must grant SANGI in writing a reasonable cure period of at least two weeks. If SANGI culpably fails to meet this deadline also, then the Purchaser shall have the right to withdraw from the Purchase Contract.

- (4) Any inability to supply as a result of *force majeure* or other unforeseen incidents outside the responsibility of SANGI, including without limitation strike, lock out, decrees of public authorities, subsequent loss of export or import possibilities and SANGI's reservation regarding timely supply from its own suppliers in accordance with Section 7 Subsection (1) shall, for their duration and in accordance with their impact, relieve SANGI from the obligation to comply with any agreed time for delivery and unloading. They shall entitle SANGI to also withdraw from the Purchase Contract without any right of compensation or similar claims arising for the Purchaser. If the Purchaser, as a result of the delay, cannot reasonably be expected to accept delivery of the Goods, it may withdraw from the Purchase Contract.
- (5) SANGI may – notwithstanding its rights arising from default by the Purchaser – demand a prolongation of the delivery period or a postponement of delivery dates to the extent of the time during which the Purchaser fails to fulfill its contractual obligations toward SANGI.
- (6) If SANGI becomes delayed with a delivery or the delivery becomes impossible, regardless of whatever the reason, SANGI shall only be liable for damages as set out in Section 14.

9. Place of Fulfillment, Transfer of Risk, Default of Acceptance

- (1) The place of fulfillment for all obligations arising from the contractual relationship shall be SANGI's registered office in 64859 Eppertshausen, Germany, unless otherwise expressly agreed.
- (2) The risk of accidental loss shall pass to the Purchaser at the latest when the Goods are handed over to the forwarding agent, carrier or other third party assigned with the transport (whereby the start of the loading process is decisive). This shall also apply if partial deliveries are made or if SANGI has taken over other services (e.g. shipping). If shipping or handover is delayed due to circumstances for which the Purchaser is responsible, the risk shall pass to the Purchaser from the day on which SANGI is ready for delivery and has notified the Purchaser thereof.
- (3) Storage costs after transfer of risk shall be borne by the Purchaser. In case of storage by SANGI, the storage costs shall amount to 0.25% of the invoice amount of the Goods to be stored per expired week. In case of storage by a third party, the Purchaser shall bear the actual costs incurred per expired week. The right to assert and prove further or lower storage costs shall remain unaffected.
- (4) The Goods shall be transported uninsured at all times. This shall apply also to deliveries made free of charge and regardless of the means of transport used. Any transport insurance shall be provided only upon express demand of the Purchaser. Any costs arising therefrom shall be entirely at the Purchaser's expense.

10. Duty of Inspection and Complaint

- (1) Upon delivery to the agreed destination or, in the case of Goods picked up for transport by the Purchaser, upon take-over, the Purchaser shall immediately
 - (a) check quantities, weight and packaging and record any objections thereto on the delivery note, consignment note or acknowledgement of receipt note and
 - (b) conduct a quality check representatively on a spot-check basis and, for such purpose, open the packaging (cartons, inner packaging) and check the external appearance of the Goods themselves.
- (2) In case of complaint of possible defects, the Purchaser shall comply with the following procedures and deadlines:
 - (a) The complaint shall be made by no later than the expiry of three working days from the working day on which the Goods were delivered to the agreed destination or on which takeover occurred. In the case of a complaint concerning a hidden defect, which remained undiscovered despite regular inspection in accordance with Subsection (1) above, the complaint must be made within the working day following the

day on which the defect was discovered, but in any event no later than two weeks after delivery or take-over of the Goods.

- (b) The complaint must be delivered in detail to SANGI within the aforementioned deadlines in writing or by fax. A complaint made by telephone only shall not suffice.
- (c) The complaint must clearly specify the nature and extent of the alleged defect.
- (d) It is the Purchaser's duty to make the Goods objected to available, at the place of inspection, for inspection by SANGI, SANGI's suppliers or any expert SANGI may designate.
- (3) No objections with regard to quantities, weight or packaging of the Goods shall be possible unless a note has been placed on the delivery note, consignment note or acknowledgement of receipt note in accordance with Subsection (1) (a) above. Moreover, any right to object shall cease to exist if the Purchaser has mixed, used or already sold the Goods delivered.
- (4) Any Goods to which objections have not been raised in accordance with the procedures and deadlines set out above shall be regarded as approved and accepted.

11. Warranty

- (1) The warranty period (limitation period for claims of defects) is one year from delivery. Unless otherwise agreed in writing, SANGI shall in no case take back Goods unless there is a material defect.
- (2) Upon request, the rejected Goods shall be returned to SANGI carriage paid. In the case of a justified complaint of defects, SANGI shall reimburse the costs of the most favorable shipping route; this shall not apply if the costs increase because the Goods are located at a place other than that of the intended use.
- (3) In the event of material defects in the delivered Goods, SANGI shall, at its option within a reasonable time period, first be obligated and entitled to replace the Goods. In case of failure, i.e. impossibility, unreasonability, refusal or inappropriate delay in replacement delivery, the Purchaser may withdraw from the Purchase Contract or reasonably reduce the purchase price.
- (4) SANGI is entitled to make the subsequent performance owed dependent on the Purchaser paying the purchase price due. The Purchaser is, however, entitled to retain a portion of the purchase price which is reasonable in relation to the defect.
- (5) If a defect is based on the fault of SANGI, the Purchaser may claim damages under the conditions specified in Section 14.
- (6) The warranty hereunder shall not be valid if the Purchaser modifies the Goods or has them modified by third parties without the consent of SANGI.

12. Consumer Complaints

The Purchaser shall notify SANGI promptly of all consumer complaints submitted to it except those due to misuse or mishandling of the Goods. If the Purchaser sells the Goods to consumers itself, it shall return the Goods concerned to SANGI where possible. When such notice or return of Goods have been made, SANGI shall promptly investigate the Goods concerned and provide information to the Purchaser for use in settling the complaints, and the Parties agree to cooperate together to settle the issue. SANGI itself will settle only such complaints as have been submitted directly to SANGI. Sections 10 and 11 shall remain unaffected.

13. Retention of Title

- (1) The following agreed retention of title serves to secure all existing current and future claims of SANGI against the Purchaser arising from the supply relationship between the contractual partners for the sold

Goods (including balance claims arising from a current account relationship limited to this supply relationship).

- (2) The Goods delivered by SANGI to the Purchaser shall remain the property of SANGI until all secured claims have been paid in full. The Goods as well as the objects covered by the retention of title replacing them pursuant to this Subsection shall hereinafter be referred to as "Reserved Goods".
- (3) The Purchaser shall store the Reserved Goods free of charge for SANGI.
- (4) The Purchaser is entitled to resell the Reserved Goods in the ordinary course of business until the event of realization (Subsection 8) has occurred. Pledges and transfers by way of security to any third parties are not permitted.
- (5) In the event that the Reserved Goods are resold, the Purchaser hereby assigns to SANGI as security the resulting claim against the Purchaser. The same shall apply to other claims which take the place of the Reserved Goods or otherwise arise with regard to the Reserved Goods, such as insurance claims or claims arising from tort in the event of loss or destruction. SANGI revocably authorizes the Purchaser to collect the claims assigned to SANGI in the Purchaser's own name for SANGI's account. This direct debit authorization shall lapse if the Purchaser no longer has proper business operations within the meaning of the provision in Section 5 Subsection (5). In addition, SANGI may revoke the Purchaser's direct debit authorization if the Purchaser defaults on the fulfillment of its obligations to SANGI, in particular its payments, or if other circumstances become known that cast doubt on its creditworthiness. If the collection authorization no longer applies or if it is revoked by SANGI, the Purchaser shall inform SANGI immediately upon request of the debtors of the assigned claims and provide SANGI with the information and documents required for collection.
- (6) If third parties have access to the Reserved Goods, in particular by seizure, the Purchaser shall immediately inform them of SANGI's ownership and inform SANGI thereof in order to enable SANGI to enforce its ownership rights. If the third party is not in a position to reimburse SANGI for the judicial or extrajudicial costs to which SANGI is entitled in this connection, the Purchaser shall be liable to SANGI for such costs.
- (7) SANGI shall release the Reserved Goods as well as the items replacing them at its discretion upon request if their value exceeds the amount of the secured claims by more than 50%.
- (8) In the event of conduct in breach of contract - in particular default in payment - the Purchaser shall be obligated, upon first request by SANGI, to surrender the Reserved Goods still in its possession and to assign to SANGI any claims for surrender of the Reserved Goods against third parties. The repossession or seizure of Reserved Goods by SANGI shall not constitute a rescission of the Purchase Contract.

14. Limitation of Liability

- (1) SANGI's liability for damages, for whatever legal reason, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations and tort, shall be limited, insofar as it respectively depends on fault, in accordance with this Section 14.
- (2) SANGI shall not be liable
 - (a) in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents;
 - (b) in the event of gross negligence on the part of its non-executive employees or other vicarious agents

unless it is a matter of a breach of material contractual obligations. Essential to the Purchase Contract are the obligation to deliver on time and free of defects as well as the obligation to provide advice, protection and care necessary to enable the Purchaser to use the Goods in accordance with the Purchase Contract

or to protect the life and limb of the Purchaser's personnel or third parties or the property of the Purchaser from considerable damage.

- (3) Insofar as SANGI is liable for damages on the basis of Section 14 Subsection (2), this liability shall be limited to damages which SANGI foresaw at the time of conclusion of the Purchase Contract as a possible consequence of a breach of contract or which, taking into account the circumstances of which it was aware or of which it should have been aware, SANGI should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the Goods are also only eligible for compensation if such damage can typically be expected when the Goods are used in accordance with their intended purpose.
- (4) In the event of liability for simple negligence, the liability of SANGI for damages to property and personal injury is limited to an amount of EUR 2,000,000.00, even if it is a breach of material contractual obligations.
- (5) The above exclusions and limitations of liability shall apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of SANGI.
- (6) Insofar SANGI provides medical information or acts in an advisory capacity and such information or advice is not part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of all liability.
- (7) The limitations of Section 14 do not apply to liability of SANGI for intentional conduct, for guaranteed characteristics, or for injury to life, limb or health or under the Product Liability Act.

15. Reputation Protection

The Purchaser agrees to make every reasonable effort to avoid consumer price cutting, excessively garish advertising and presentation, or any other promotional activity or product presentation inappropriate to maintaining the high reputation of SANGI's hydroxyapatite ingredient <mHAP®> or SANGI's APAGARD® or APADENT® brands, and which could damage the Good's high quality brand image. To the extent that any damage occurring is not caused by inappropriate information or incorrect communication provided by Purchaser, the Purchaser shall not be responsible for the actions of any third parties carrying out such inappropriate activities. But the Purchaser agrees to notify SANGI of any incidence of the same that comes to the Purchaser's attention and to cooperate in good faith with SANGI to resolve the issue. If the Purchaser does not sell the Goods to consumers, it agrees to make reasonable efforts to enforce the foregoing obligations vis-a-vis its own contractors.

16. Final Provisions

- (1) The place of legal jurisdiction for all disputes arising from Purchase Contract relationship shall be 64859 Eppertshausen, Germany. However, SANGI may also select a different place of jurisdiction.
- (2) The laws of Germany shall apply. International purchase laws shall not be applicable, in particular application of the UN Convention on the International Sale of Goods (CISG).
- (3) The invalidity of any provision of these GTC shall not affect the validity of the remaining provisions. Invalid provisions shall be deemed to be replaced by such effective provisions as are suitable to implement the economic purpose of the eliminated provision to the greatest extent possible.
- (4) Any data concerning the Purchaser that becomes known in the context of this Purchase Contract shall be collected, filed and processed only for the fulfillment of this Purchase Contract and in accordance with the most recent provisions of the General Data Protection Regulation (DSGVO) and the German Data Protection Act.
- (5) This English language version of these GTC is for convenience only and the German language version shall prevail.