



General Terms and Conditions for ADENSYS AG, Triesen, Liechtenstein

These General Conditions shall apply to all deliveries and services – also to future deliveries and services – unless the Contracting Parties agree otherwise in individual cases. Any terms and conditions of the Buyer differing from those specified herein will not be binding on ADENSYS. Declarations of any kind only become legally effective if confirmed in writing by ADENSYS.

1. Quotations, Extent of Delivery

All ADENSYS offers or quotations are without obligation. Our minimum order value is €40.00 (or \$50.00). We accept payment on account, by direct debit or through prepaid cash. Our written order confirmation shall be decisive in determining the extent of deliveries and performances. No collateral agreements or amendments shall be effective unless accepted by us in writing.

2. Prices and Payment

Without specific agreement to the contrary, our prices are always established with FOB point Triesen (i.e. deliveries ex works). Packing and transport will be invoiced separately. Invoices will also include the addition of VAT, at the level chargeable under local law.

In the absence of any other specific agreement, payment shall be made without any deductions within 30 days after the date of invoice. In case of receipt of payment within 14 days from date of invoice we give a discount of 2%. In case of payment after the due date, we claim the right to invoice interest charges of LIBOR + 8% on all outstanding amounts to be paid.

The Buyer is neither entitled to withhold any payments nor to offset any payments with counter-claims unless these counter-claims are not disputed or have been legally finalised and judged.

3. Time of delivery, Delay

Time of delivery is specified in the agreements of the contracting Parties. The observation of the delivery time is subject to the correct and timely delivery by our subcontractors. The delivery time or deadline shall be reasonably extended in case of any delay arising out of force majeure. This shall also apply where such circumstances arise at subcontractors. We shall be entitled to make partial deliveries. The delivery time shall be deemed to have been observed if, by the time of its expiry, the contract products have left our facilities or the facilities of our subcontractors or if the Buyer has been notified of their readiness for shipment.

Should the Buyer suffer damage or loss as a result of a delay in delivery for which we are responsible, the Buyer shall be entitled to claim a lump-sum compensation, with the exclusion of any other remedies. Such compensation shall amount to 0.5 % for each full week of delay, but limited to a maximum of 5 % of the value of the delayed part of delivery. In case of delay the Buyer shall be entitled to fix a final deadline for delivery in writing. Should we fail to meet such final deadline for a reason for which we are responsible, the Buyer shall be entitled to terminate the contract. Further remedies with respect to our delay shall only be in accordance with clause 7.

4. Delivery, Passing of Risk

The delivery of our products is carried out by Liechtensteinische Post AG. The sales terms agreed between the Contracting Parties shall be construed in accordance with the current version of the INCOTERMS as applicable at the time of contract formation. Failing specific contractual arrangement the Contract products shall be deemed delivered "Ex Works Triesen" (EXW).

The buyer is always liable for risk of loss during transportation, even in case of freight-free deliveries or deliveries with the buyer's address as the FOB point. The exception is when such deliveries are carried out by us with our own vehicles from our factory or warehouse.

If delivery is delayed or omitted by reasons not attributable to us, the risk shall pass to the buyer when the buyer has been notified of the readiness for shipment.

5. Reservation of ownership

We retain ownership of all delivered products until all our claims under the business relationship have been settled in full. The buyer shall neither pledge nor transfer title to the delivered products as security. We shall be informed without delay if any rights of attachment or confiscation or any other rights of disposal by third parties are exercised.

If the buyer does not comply with the terms of payment, we shall be entitled to the recall and redemption of the products. If the buyer stops payment, or in case of a petition to open insolvency proceedings, the delivered products shall be returned without demand. In case of the resale of the products the Buyer assigns already now all claims accruing from the resale of the products delivered with reservation of title as security, regardless whether the products were reprocessed or not.

6. Guarantee

The buyer must inspect the goods upon delivery without delay. He shall notify us by e-mail or fax within three (3) working days after receipt of defective or wrong delivery or missing parts.

Most products are sold with a time-limited performance guarantee. The time period for such coverage will be stated separately for each product on the purchase invoice and the guarantee period starts on the invoice date. If a product defect appears within the guarantee period, such defect shall be notified without delay in the manner described above.

In case of justified defects, notified in due time, we shall – at our option – either repair such defect or replace the defective parts free of charge.

We shall not be liable for any defects caused by insufficient operation or maintenance, inaccurate assembling or commissioning or for normal wear. We shall not be liable for the fitness of the delivered goods for the purposes intended by the buyer.

If we do not remedy defects or deliver replacement parts within a reasonable period set by the buyer, if the supplementary performance fails (whereby we shall be entitled to two attempts) or if we refuse supplementary performance or such supplementary performance cannot reasonably be expected, the buyer shall have the right to withdraw from the contract or shall have the right to a price reduction (mitigation).

Further remedies with respect to guarantee shall only be permissible within the limits of clause 7. The right to withdraw shall not apply in case of insignificant defects.

7. Liability

Any liability – for whatever legal reasons – for loss or damage accruing that are not due to the delivered products shall only be accepted by us if such loss or damage is caused by negligence of a substantial contract obligation or by gross negligence, intent or malice by us or if we have guaranteed the absence of a defect. If we shall be liable for the negligence of a substantial contract obligation, our liability shall be limited to such loss or damage which might typically be predicted.

Moreover we shall be liable for claims according to the Product Liability Act and for damages due to culpable injury to life, body or health.

Any other claims are excluded.

8. Trademarks

All brands and models that are mentioned in ADENSYS marketing or sales material are registered trade names. No implication is made that any of our products are original products or that any of the referenced companies endorse our products. This clause applies to the following names:

- KaVo

- Star Dental
- Midwest
- NSK
- GENTLEsilence
- GENTLEforce
- MULTIflex
- W&H
- Sirona

9. Place of performance, Venue

The place of fulfilment for duties arising from the deliveries is Triesen / Liechtenstein.

Liechtenstein law shall apply and the legal venue shall be Vaduz. If the place of business of the buyer is outside Liechtenstein, the suing party may have all disputes arising in connection with this contract or its validity settled by a third-party arbitrator.

10. Data Protection

Clients' data are recorded in the context of data processing for the handling of the contract and for the eased handling of future orders. Under no circumstances will the data will be passed to third parties.

11. Other points

If any provision of these conditions shall be invalid, in whole or in part, this shall not affect the validity of the remaining portions.