

**Delivery and Payment Terms and Conditions of Biomet 3i Dental Ibérica, S.L.U (Zimmer Biomet Group company)**

**1. General provisions**

The following terms and conditions are applicable to all our current and future offers and to contracts entered into with us. Divergent and conflicting business and purchase terms and conditions of the customer are not accepted, unless we authorize them in writing.

**2. Contract establishment and content**

- 2.1. A contract exists only after we have made any of the following actions: 1) issue a written confirmation of order; or 2) upon delivery of the products. If a written confirmation of order is issued, such confirmation shall constitute the only authoritative version of the contract's contents.
- 2.2. We reserve the right to customary trade changes with respect to illustrations, descriptions, drawings, and measurements in our brochures, catalogues, and offers provided that 1) the contract purpose is not thereby essentially changed; 2) the quality of the reference materials is not altered; and 3) the changes are reasonable for the customer.

**3. Price and payment terms and conditions**

- 3.1. Our prices are expressed in NIS. Sales tax are to be paid by customer and in addition,
- 3.2. The price agreed between the parties shall be the one indicated in the order confirmation or, in case that the product has been delivered without order confirmation, the one reflected in the invoice.
- 3.3. All prices are based on cost factors at the time of order or confirmation of order. If unpredictable increases in labor costs or costs of material occur after the date of placement of order or confirmation of order, and if these increases lead to an increase in our procurement prices or costs, thus the execution of the order is excessively onerous, then we are entitled to adjust our prices in accordance with the cost increases. We will notify you accordingly.
- 3.4. The price adjustment provision of subsection 3.3 does not apply if the price has been explicitly confirmed as a fixed non reviewable price.
- 3.5. Unless otherwise agreed with the customer, invoices are due and payable within 60 days from the date of the invoice. A discount on new invoices is not permissible so long as previous invoices have not yet been paid or have not been paid in full.
- 3.6. When payment is not made within the agreed deadline or if circumstances exist that confirm the customer's inability to pay the invoices on time, we are entitled to perform pending orders only against advance payment, or to make performance contingent upon issuance of a security guarantee, or to suspend any delivery or order made, or to terminate this contract. The aforesaid shall not derogate our rights to any other remedy applicable by law or this contract.
- 3.7. In case of default in payment by the customer, we may charge default interest on overdue sums at the applicable statutory rate that we are entitled to claim for late payments on a daily basis until payment is received.
- 3.8. The customer may offset our claims only against undisputed or written legally confirmed counterclaims which were approved by our authorized representative.

**4. Delivery; shipment**

- 4.1. Delivery deadlines and terms are governed by the agreements made in each individual case. A delivery deadline has been met if the shipment is given to the carrier or shipment readiness has been established and reported.
- 4.2. Events that are unforeseeable, unavoidable and outside our control and sphere of influence and for which we do not bear responsibility, such as force majeure, war, natural disasters, strike, lockout stock shortage due to health authorities inspection or product recall and other similar events or causes release us from our obligation to perform the contract within the agreed deadline and to the extent such obstacles continue to exist. With regard to products that we do not produce ourselves, our obligation to deliver shall be subject to our correct and timely receipt of such products. We shall inform the customer of any obstacles pursuant to this Section 4.2.
- 4.3. We are entitled to make partial deliveries provided the products covered by the order are not immediately available.
- 4.4. In the event of a delay in customer reception of the products for which the customer is responsible, we will be compensated for damages caused to us, including any additional reasonable expenses.
- 4.5. Unless otherwise agreed between the parties, we shall deliver the products to the customer at its premises, organizing the transport and bearing the risk for the products until they are delivered to the customer.

**5. Retention of title**

- 5.1. We retain title to the products we supply until we have received the full purchase price for the said products.
- 5.2. If the customer does not pay the purchase price of the products on time, we (or any person on our behalf) will be entitled to the immediate return of the products and customer hereby irrevocably authorizes us to return the products and to enter the premises of the customer for that purpose. Our demand for restitution of the products does not affect other legal rights we are entitled to.

**6. Conditions for returns and exchanges of products**

- 6.1. Without prejudice to the rights existing under Section 7, all Zimmer Biomet dental products, except products that require special storage conditions such as membranes, biomaterials and human tissue products, are acceptable for return and/or exchange only if:
  - The sterile packaging of the returned products has not been opened,
  - The products are in saleable condition (products that are no longer part of Zimmer Biomet product range cannot be exchanged);
  - The products have a remaining shelf life of at least 12 months; and
  - The purchase was not made within a special offer and/or a trade agreement.
- 6.2. If above conditions are met, the company will provide full credit (through the issuance of a credit note or a rectificative invoice) for products returned within 90 days from delivery date or product, or will exchange the products as specified in Section 6.3 and 6.4 below.
- 6.3. The customer may only return the products in exchange for other products from the same category (e.g. implants for implants,

implant prostheses for implant prostheses, etc.).

- 6.4. Products that are part of a special offer shall not be credited (whether through the issuance of a credit note or a rectificative invoice) but will be accepted only for exchange with other products. Products that are part of a kit cannot be credited nor exchanged (whether through the issuance of a credit note or a rectificative invoice).
- 6.5. Products are returned at the cost and risk of the customer. They may be returned to Zimmer Biomet distribution center or to the local warehouse by a traceable delivery method (e.g courier service such as UPS, DHL, Fedex, etc). The reason for the return must be indicated. Alternatively, the products may be returned by any of the shipping providers of Zimmer Biomet, provided that we notify the service center in advance.
- 6.6. Only in the case where the products need to be returned to us due to our error in the preparation and/or supply, we will bear the cost and risk related to the return of the products. In these cases, we will need to authorize and organize the pick up of the products.

**7. Warranty**

- 7.1. As far as dental implants and restorative components are concerned, the customer will have the rights and benefits foreseen in the Lifetime Implant Warranty Program of the manufacturer: <http://www.zimmerbiometdental.com/Warranty/>. The limitation of liability clause foreseen in Clause 8 of the referred manufacturer's warranty shall apply to the extent permitted by the law applicable to these terms and conditions. The Lifetime Implant Warranty Program applies to all products implanted on or after January 1, 2016
- 7.2. Regarding products supplied by us excluded or not covered by the warranty mentioned in Section 7.1 above, the following shall apply:
- 7.3. The products will have a warranty for the term specified in the warranty document attached to each product.
- 7.4. If during the warranty period the products are proven to be defective, the customer must inform us immediately, explaining the defects and returning to us the defective products. Before returning the products, the customer must sterilize them.
- 7.5. At our discretion, we may furnish defect-free replacements or issue a credit note or a rectificative invoice for the value of the defective products. These shall be the sole remedies offered to the customers.
- 7.6. If the products are proven to be defective, we shall bear the return costs of the products.

**8. Liability**

- 8.1. We shall only be liable, whether as a result of breach of contract, tort or otherwise, for:
  - (a) direct damages caused by an attributable and negligent breach of a material contractual obligation, but only up to the amount of the invoice value of the relevant product that gave rise to the liability;
  - (b) any damage or loss if it is caused by our intent or willful recklessness;
  - (c) any liability that cannot be excluded under mandatory law (in particular, product liability laws) and (d) personal injuries caused by our fault.
- 8.2. We will not have any other liability. In particular, we shall not be liable for any indirect damages which include, but are

not limited to: (i) any loss of profits, revenue, anticipated savings or loss of data or (ii) any indirect loss which are not directly the result of an event causing the damage.

8.3 Likewise, we shall not be liable for damages occurring as a result of unskillful processing of our products or combination of our products with third-party components if operating instructions and references to our user instructions and manuals are ignored in the processing and combining. This applies particularly if our products are combined with third-party supplier components that are not certified by us for this purpose.

## **9. Closing provisions**

9.1 If one provision of the contract is or becomes null and void, the validity of the other provisions of the contract shall not be affected.

9.2 The contract shall be governed by the Laws of the State of Israel expressly, excluding any conflict rules and the United Nations Convention on Contracts for the International Sale of Goods.

9.3 The exclusive jurisdiction and venue with respect to any dispute or controversy related to the contract entered into between us and the customer shall be the competent court residing in Tel Aviv. In our discretion, the customer may also be sued before the Courts and Tribunals of its domicile.

9.4 The rights and obligations herein are not transferable.

9.5 This Contract may not be amended in any way, except in writing by us.